RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING AGENDA

TIME/DATE: **9:30 a.m. / Wednesday, June 14, 2023**

LOCATION: **BOARD ROOM**
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside

COMMISSIONERS

Chair – Bob Magee
Vice Chair – Lloyd White
Second Vice Chair – Karen Spiegel

Kevin Jeffries, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Rick Minjares, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Wendy Hewitt, City of Calimesa
Jeremy Smith / Jennifer Dain, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Russell Betts, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Malcolm Lilienthal, City of Hemet
Dana Reed / Ty Peabody, City of Indian Wells
Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bill Zimmerman / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Ron Holliday, City of Murrieta
Berwin Hanna / Katherine Aleman, City of Norco
Jan Harnik / Kathleen Kelly, City of Palm Desert
Lisa Middleton / To Be Appointed, City of Palm Springs
Michael M. Vargas / Rita Rogers, City of Perris
Meg Marker / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Alonso Ledezma / Valerie Vandever, City of San Jacinto
James Stewart / Jessica Alexander, City of Temecula
Joseph Morabito / Ashlee DePhillippo, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

Comments are welcomed by the Commission. If you wish to provide comments to the Commission, please complete and submit a Speaker Card to the Clerk of the Board.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

****Actions may be taken on any item listed on the agenda***

9:30 a.m.
Wednesday, June 14, 2023
Board Room
County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside, CA

This meeting is being conducted in person as well as via teleconference. Please visit https://rivco.org/constituent-speaking-request to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to June 13, 2023 and your comments will be made part of the official record of proceedings.

In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, www.rctc.org.

In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the Commission should not take action on or discuss matters raised during public comment portion of the agenda that are not listed on the agenda. Commission members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.

5. ADDITIONS / REVISIONS – *The Commission may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Commission subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Commission. If there are less than 2/3 of the Commission members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*

6. PUBLIC HEARING – PROPOSED FISCAL YEAR 2023/24 BUDGET

Page 1

Overview

This item is for the Commission to:

1) Receive input on the proposed Fiscal Year 2023/24 Budget;
2) Approve the salary schedule effective July 13, 2023, located in Appendix B of the proposed FY 2023/24 Budget;
3) Authorize the expenditure of $523,400 of 91 Express Lanes toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund Commission costs related to the development of agreements specific to the funding, construction, operations, maintenance, and use of toll revenues for the future direct, tolled connector linking the SR-241 toll road to the 91 Express Lanes (241/91 Connector);
4) Close the public hearing on the proposed FY 2023/24 Budget on June 14, 2023; and
5) Adopt the proposed FY 2023/24 Budget.

7. CONSENT CALENDAR – *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

7A. APPROVAL OF MINUTES – MAY 10, 2023

Page 162

7B. RECURRING CONTRACTS FOR FISCAL YEAR 2023/24

Page 177

Overview

This item is for the Commission to:

1) Approve the single-year recurring contracts in an amount not to exceed $18,880,852 for Fiscal Year 2023/24;
2) Approve the recurring contracts for specialized services in an amount not to exceed $84,500 in FY 2023/24 and $184,000 in FYs 2024/25 – 2027/28; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

7C. APPROPRIATIONS LIMIT FISCAL YEAR 2023/24

Page 188

Overview

This item is for the Commission to:

1) Adopt Resolution No. 23-005 *"Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit",* for Fiscal Year 2023/24.

7D. QUARTERLY FINANCIAL STATEMENTS

Page 196

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2023.

7E. QUARTERLY SALES TAX ANALYSIS

Page 205

Overview

This item is for the Commission to:

1) Receive and file the sales tax analysis for the Quarter 4, 2022 (4Q 2022).

7F. MONTHLY INVESTMENT REPORT

Page 214

Overview

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended April 30, 2023.

7G. FISCAL YEAR 2023/24 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Page 217

Overview

This item is for the Commission to:

1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of $1,278,750 for Western Riverside Council of Governments (WRCOG) and $697,500 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2023/24 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

7H. FISCAL YEARS 2023/24 – 2027/28 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

Page 231

Overview

This item is for the Commission to:

1) Approve the Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

7I. AGREEMENTS FOR ON-CALL GRANT WRITING SERVICES

Page 234

Overview

This item is for the Commission to:

1) Award the following agreements to provide on-call grant writing services for a four-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of $1,416,000;
   a) Agreement No. 23-31-055-00 to HNTB;
   b) Agreement No. 23-31-072-00 to Mark Thomas & Company, Inc.;
   c) Agreement No. 23-31-073-00 to Evan Brooks Associates, Inc.;
   d) Agreement No. 23-31-074-00 to WSP USA Inc.;
   e) Agreement No. 23-31-075-00 to HDR Engineering, Inc.;
   f) Agreement No. 23-31-076-00 to KOA Corporation;
   g) Agreement No. 23-31-077-00 to Dewberry Engineers Inc.;
   h) Agreement No. 23-31-078-00 to Townsend Public Affairs;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and

3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

7J. AGREEMENTS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING, AND CONSTRUCTION SURVEYING SERVICES FOR THE CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT PROJECTS

Page 422

Overview

This item is for the Commission to:

1) Award the following agreements to provide on-call construction management services, materials testing, and construction surveying services (collectively, CM services) for the construction of commuter rail station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of $8 million;
   a) Agreement No. 23-33-047-00 to AECOM Technical Services, Inc.;
   b) Agreement No. 23-33-069-00 to Jacobs Project Management Co.;
   c) Agreement No. 23-33-070-00 to Kleinfelder Construction Services, Inc.;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

7K. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

Page 647

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2023.

7L. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JANUARY – MARCH 2023

Page 649

Overview

This item is for the Commission to:

1) Receive and file the Quarterly Public Engagement Metrics Report for January-March 2023.

7M. FISCAL YEAR 2023/24 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

Page 656

Overview

This item is for the Commission to:

1) Approve the Fiscal Years 2023/24 – FY 2025/26 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission's FY 2023/24 – 2027/28 SRTP for the Rail and Vanpool Programs;
2) Approve FY 2023/24 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission's Rail and Vanpool Programs aggregating $182,051,156;
3) Adopt Resolution No. 23-006, "*Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2023/24";*
4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County as detailed in the respective transit operators' SRTPs aggregating $101,860,199; and
5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

7N. FISCAL YEAR 2022/23 LOW CARBON TRANSIT OPERATIONS PROGRAM RESOLUTION

Page 667

Overview

This item is for the Commission to:

1) Adopt Resolution No. 23-003 "*Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Riverside County Free Rail Pass Program in the amount of $1,007,009*".

7O. APPROVAL TO ACQUIRE RIGHT OF WAY FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT

Page 671

Overview

This item is for the Commission to:

1) Authorize the acquisition of one additional parcel consisting of a footing easement and temporary construction easement (TCE) for the Interstate 15/State Route 91 Express Lanes Connector Project (ELC) in accordance with the Commission's Right of Way Policies and Procedures.

8. APPROVAL OF METROLINK OPERATING AND CAPITAL SUBSIDIES FOR FISCAL YEAR 2023/24 AND RELATED ACTION ITEMS

Page 673

Overview

1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
2) Approve the Fiscal Year 2023/24 SCRRA operating and capital budget, which results in an operating subsidy of $28,231,736, with an operating contingency of $1,658,651, for a not-to-exceed total of $29,890,387, and a capital subsidy of $15,624,704;
3) Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 23-25-079-00 with SCRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding;
4) Authorize the Executive Director, pursuant to legal counsel review, to enter into a working capital loan agreement with SCRRA for up to $5,000,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five member agencies;
5) Approve Amendment No. 1 to MOU No. 22-25-090-01 with SCRRA for the Commission's FY 2022/23 funding obligation for an additional $448,509 from Local Transportation Funds (LTF) for additional expenses accrued from FY 2021/22; and
6) Approve changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTP) to reflect the $448,509 increase.

9. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 703

Overview

1) Receive and file a state and federal legislative update.

10. INFRASTRUCTURE INVESTMENT AND JOBS ACT UPDATE

Page 709

Overview

1) Receive and file an update on the federal 2021 Infrastructure Investment and Jobs Act.

11. 2023 WESTERN RIVERSIDE COUNTY REGIONAL ARTERIALS CALL FOR PROJECTS FUNDING RECOMMENDATIONS

Page 714

Overview

1) Approve the funding recommendations in Attachment 1 for 2009 Western Riverside County Measure A Regional Arterial (MARA) and Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds;
2) Direct staff to prepare and execute funding agreements with the project sponsors to outline the project schedule and local funding commitments; and
3) Authorize the Executive Director to execute the funding agreements with the project sponsors, pursuant to legal counsel review.

12. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

13. EXECUTIVE DIRECTOR REPORT

14. COMMISSIONER COMMENTS

Overview

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

15. CLOSED SESSION

15A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Agency Negotiator: Executive Director or Designee

Item	Property Description	Buyer(s)	Property Owner
1	115-353-014	RCTC	Adrian Choy, et al.

16. ADJOURNMENT

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, July 12, 2023.**

AGENDA ITEM 6

PUBLIC HEARING

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Sergio Vidal, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Proposed Fiscal Year 2023/24 Budget

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive input on the proposed Fiscal Year 2023/24 Budget;
2) Approve the salary schedule effective July 13, 2023, located in Appendix B of the proposed FY 2023/24 Budget;
3) Authorize the expenditure of $523,400 of 91 Express Lanes toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund Commission costs related to the development of agreements specific to the funding, construction, operations, maintenance, and use of toll revenues for the future direct, tolled connector linking the SR-241 toll road to the 91 Express Lanes (241/91 Connector);
4) Close the public hearing on the proposed FY 2023/24 Budget on June 14, 2023; and
5) Adopt the proposed FY 2023/24 Budget.

BACKGROUND INFORMATION:

The annual fiscal budget is the result of staff determining the operating and capital needs for FY 2023/24 and identifying the resources to fund those needs. The policy goals and objectives approved by the Commission on March 8, 2023 formulate the basis of the budget. The long-term policy goals that support the Commission's objectives considered during the preparation of the budget relate to promoting quality of life; achieving operational excellence; connecting the economy; being a responsible partner; and maintaining fiscal accountability.

Staff presented the proposed budget to the Commission on May 10, 2023. Subsequently, to that presentation, staff updated the document as a result of the following changes resulting in a net decrease of $5,725,800 to the budgeted fund balance at June 30, 2024.

Adjustments to FY 2022/23 Projected Amounts

- A $448,500 increase in operating disbursements for Metrolink.

Adjustments to FY 2023/24 Budgeted Amounts

- A $215,000 decrease in local reimbursements from the Riverside Conservation Authority (RCA) due to the reallocation of professional services from RCA to the Commission's capital development and delivery program
- A $5,000,000 increase in capital disbursements for Metrolink; and
- A $62,300 decrease in investment income as a result of the decrease in local reimbursements and increase in capital disbursements.

The proposed FY 2023/24 Budget is attached which includes the following sections: introductory letter, Commission information, the executive summary, the Appropriations Limit, details of the budget process, fund budgets; department budgets, and appendices including acronyms, the salary schedule effective July 13, 2023, and organization chart.

The Commission's budget is primarily project-driven, although the express lanes operations are service-driven. As a primarily project-driven agency, the Commission accumulates funds, or reserves, for specific projects and programs – resulting in flexibility to adjust project development or programs especially in times of economic downturns. The proposed FY 2023/24 Budget anticipates that total uses will exceed sources by $165,444,900 primarily for the following initiatives:

- 15/91 Express Lanes Connector
- 15 Corridor Operations Project
- Mid County Parkway projects
- Smart Freeway project
- Regional arterial call for projects (Measure A and Transportation Uniform Mitigation Fees-TUMF funded)
- Various transit and specialized transportation projects utilizing Local Transportation (LTF), State Transit Assistance (STA), and Measure A funds

Outlined in the Executive Summary, Table 17 – Projected Fund Balances by Fund Type and Programs at June 30, 2024, are components of the projected fund balance by program and is anticipated to be $1,216,775,400. Majority of funds are restricted for various highway and new corridor projects; public and specialized transit; rail; CETAP and regional arterial projects; and toll operations. The remaining amount of fund balance is assigned for management services related to expenditures.

Tables 18-20 provide a summary of budgeted sources and uses from different perspectives (comparative, operating and capital, and fund). Table 18 – Budget Comparative by Summarized Line Item illustrates the Commission revenues and expenditures by function including other

financing sources and uses (transfers in/transfers out). Table 19 – Operating and Capital Budget FY 2023/24 presents the revenues and expenditures, including sources and uses, that support the Commission's efforts on both an operating and capital basis. Table 20 – Budget by Fund Type FY 2023/24 depicts the budget by fund type(s) including General Fund, Special Revenue, Capital Projects, Debt Service, and Enterprise Funds (Toll Program).

The Commission is primarily project-driven, personnel costs represent 1.8 percent of budgeted expenditures. Budgeted FY 2023/24 personnel costs reflect recent Commission actions, including:

- A 4 percent pool for performance merit-based salary increases; and
- An annual salary range structure cost of living adjustment (COLA) of 4 percent adopted by the Executive Committee at its March meeting. The COLA only applies to the Commission's salary range structure and is not automatically applied to the current employees' salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ended December 31, rounded to the nearest half percent, with a maximum adjustment of 4 percent. The COLA will be equal to the CPI, but no less than 0 percent and no greater than 4 percent. The salary range schedule structure approved by the Executive Committee in March 2023, is included in Appendix B to the budget and complies with Government Code §20636, "Compensation Earnable" and California Code of Register §570.5, "Requirements for a Publicly Available Pay Schedule." **Staff recommends the Commission approve the salary range schedule effective July 13, 2023 (first pay period during FY 2023/24), located in Appendix B of the Proposed FY 2023/24 Budget**.

With this budget, the Commission will continue to move forward current capital projects to construction, thereby providing a stimulus for the local economy. Significant capital projects include:

Construction and/or Design-Build Phase:

- 71/91 Connector in Corona
- 15/91 Express Lanes Connector in Corona

Completion Phase *(Anticipated)*:

- I-15 Express Lanes Project in northwestern Riverside County,
- Moreno Valley-March Field station upgrades and grade separation projects
- Design-build activities on the 15/91 Express Lanes Connector in Corona
- Mid County Parkway's (MCP)
    - I-215/Placentia Avenue interchange in Perris

Preliminary engineering, final design, and/or right of way acquisitions Phase(s):

- I-15 Express Lanes Project-Southern Extension
- I-15 Express Lanes Corridor Operations Project
- MCP's construction project and I-215/Placentia Avenue interchange in Perris
- 71/91 Connector in Corona

Other major capital projects:

- Pass-through funding for Measure A local streets and roads
- SB 132 projects in northwestern Riverside County
- Western County TUMF and Measure A regional arterial projects
- Several commuter rail station upgrades and improvements

At its November 2019 meeting, the Commission approved the 241/91 Connector term sheet as a framework for future agreements and directed staff to work with agencies to prepare agreements for each respective governing board's consideration. The budget includes $523,400 in costs related to the development of these agreements related to the funding, construction, operations, maintenance, and use of toll revenues for the future 241/91 connector. **Staff recommends that the Commission authorize the expenditure of $523,400 of 91 Express Lanes toll revenues designated as surplus in accordance with the 2013 Toll Revenue Bonds Indenture to fund these costs.**

Prior to the adoption of the proposed budget, including proposed salary schedule. The Commission opened the public hearing at its May 10 meeting. **Staff recommends the closing of the public hearing on June 14 followed by the adoption of the proposed FY 2023/24 Budget.** In accordance with the Commission's fiscal policies, the budget must be adopted no later than June 15 of each year.

FISCAL IMPACT:

A summary of the proposed FY 2023/24 Budget is as follows:

	FY 2023/24 Budget
Revenues and other financing sources:	
Sales taxes-Measure A and Local Transportation Funds	$ 435,000,000
Reimbursements (federal, state, and other)	201,726,200
TUMF	31,000,000
State Transit Assistance, including State of Good Repair	38,363,900
Tolls, penalties, and fees	97,989,000
Other revenues	723,500
Interest on investments	13,242,700
Transfers in	211,674,800
Total revenues and other financing sources	1,029,720,100

FY 2023/24 Budget, Continued	
Expenditures/expenses and other financing uses:	
Personnel salaries and fringe benefits	17,563,900
Professional and support services	45,266,800
Projects and operations	821,406,100
Capital outlay	7,837,200
Debt service	91,416,200
Transfers out	211,674,800
Total expenditures/expenses and other financing uses	1,195,165,000
Excess (deficiency) of revenues and other financing sources over (under) expenditures/expenses and other financing uses	(165,444,900)
Beginning fund balance (projected)	1,382,220,300
Ending fund balance (projected)	$ 1,216,775,400

Attachment: Proposed FY 2023/24 Budget

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

FISCAL YEAR 2023/24

BUDGET

RCTC 91 Express Lanes

15/91 Express Lanes Connector

FSP

Moreno Valley - March Field Station

Specialized Transit

15 Express Lanes

June 14, 2023

Honorable Commissioners
Riverside County Transportation Commission
Riverside, California

FY 2023/24 Budget Introduction

RCTC: Safety. Fiscal Responsibility. Economic Recovery.

Thank you for reviewing the Fiscal Year (FY) 2023/24 budget for the Riverside County Transportation Commission (Commission or RCTC). This document provides an opportunity to evaluate the financial backbone of an innovative, active, and essential public transportation agency that connects the lives of Riverside County (County) residents daily. Riverside County's population continues to grow faster than many other areas in California and the nation. The region's transportation systems also continue to see increased use from goods movement, approximately 40% of which travel from the Ports of Los Angeles and Long Beach through the Inland Empire to the rest of the country. As a result, the Commission's mission to provide transportation projects and services is increasingly important in protecting and improving the quality of life for more than 2.4 million residents. RCTC has responded to that challenge.

RCTC continues to adapt not just to a changing climate from the perspective of building lasting infrastructure, but also to varying funding and delivery processes as the state and federal governments endeavor to reduce carbon emissions. RCTC is developing and promoting multimodal transportation alternatives that improve air quality in a region historically impacted by pollution in the South Coast Air Basin, reduces carbon emissions, and promotes commuter choice and equitable access.

The region has demonstrated resiliency with the unemployment rate nearing pre-pandemic levels of 5% and sales tax revenues continuing its upward trajectory due to changes in consumer habits and recently adopted legislation (Wayfair Case). Sales tax revenues derived from Riverside County's voter-approved Measure A program are anticipated to be relatively flat in the upcoming year when comparing to the most recently completed fiscal year (2021/22). With the opening of the 15 Express Lanes in April 2021, the Commission owns and operates two toll facilities within the County. Toll revenues for both express lanes are outpacing are on target to meet projections as commuters begin returning to work rather than working alterative schedule. Expenditures for the 15 Express lanes continue to be lower than anticipated offsetting reductions in revenue. While the 91 Express Lanes is experiencing higher than anticipated required repair and rehabilitation expenditures offset by continued strong revenue performance. However, recent economic studies project a slowdown for the region due to continued high inflation and interest rates. Other indicators to note is the recent slowdown in real estate transactions during the calendar year 2023.

It is with this backdrop that RCTC presents its FY 2023/24 budget. Overall, while the budget assumes relatively flat projections for Measure A sales tax and its express lanes revenues, when compared to fiscal year 2022/23 projections it also serves as the foundation for a smart and aggressive program to fund highway, regional arterial, and multimodal services. These improvements help create a transportation system that will foster mobility, enhance connections, promote economic development, and ensures a better quality of life for Riverside County residents, now and in the future.

RCTC is poised to deliver these necessary transportation infrastructure projects and programs to meet the needs of Riverside County's growing population and economy. As noted, several economic forecasts predict a slowdown in the near future for the region due to higher inflation levels and anticipated increases in interest rates. The combination of these factors will impact

economic progress for the County. However, the Commission will attempt to mitigate this impact by ramping up infrastructure projects, which create jobs and economic opportunities. Furthermore, RCTC will take a leading role in that effort under the direction of our 34-member Commission, whose mission is to serve the taxpayers of Riverside County. Moreover, the Commission will continue to aggressively seek additional revenue from grants and other funding sources to meet the County's transportation needs.

Forecasting Future Transportation Needs while Meeting Today's Challenges

RCTC's voter-approved half-cent sales tax measure serves as a key revenue source for transportation funding in Riverside County. Historically Measure A sales tax revenues have experienced stable growth year over year. However, since FY 2018/19 (pre-pandemic) through the most recently completed FY 2021/22, the revenue source has increased approximately 40% largely due to of increases in online sales and legislation for taxation of e-commerce companies. Measure A revenues fund not only capital projects and multimodal services, but also local transportation priorities and needs. During FY 2023/24, the Commission has allocated $84.5 million in funding to local cities and the County for locally prioritized street and road improvements.

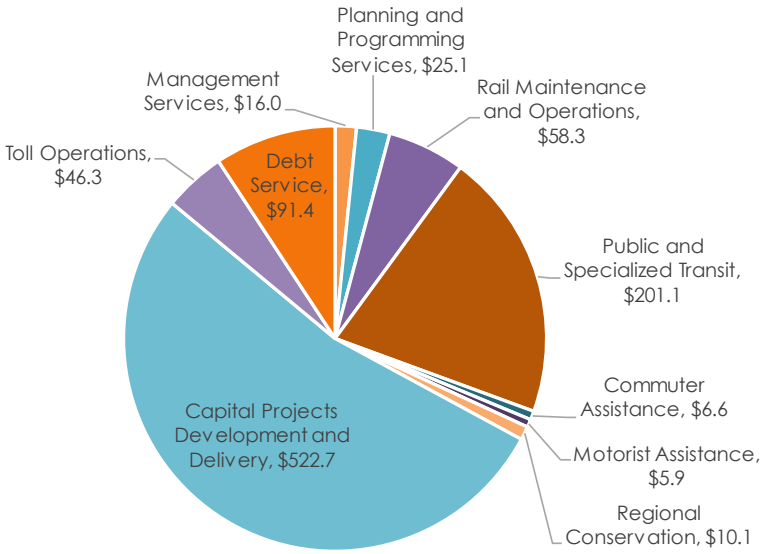
To augment Measure A funding, the Coachella Valley Association of Governments, and the Western Riverside Council of Governments (WRCOG) administer Transportation Uniform Mitigation Fee (TUMF) programs to serve local and regional arterial needs. In the Coachella Valley, arterials are funded through a combination of TUMF, Measure A, and additional local contributions. In Western Riverside County, TUMF dollars are equally split between WRCOG and the Commission with RCTC's dollars allocated to regional arterials and new highway corridors.

Ongoing capital for transportation projects and services requires a combination of funding sources. Specifically, the Commission receives and programs funding from state and federal sources, such as the California's Transportation Development Act, which are allocated primarily to the County's major public transit operators. Services provided by transit operators include but are not limited to:

- Transit fare discounts
- Reduced fare and/or discounts for senior citizens, persons with disabilities, or other disadvantaged members of the community
- Commuter rail and intercity bus services
- Commuter assistance programs that provide traveler information and ridesharing support to employers and commuters

Chart 1 summarizes the Commission's overall budget of $983.5 million for FY 2023/24 by program, including delivery of capital projects, administration, planning and programming, rail and transit operations, smaller programs such as motorist and commuter assistance, toll operations, regional conservation, and debt service.

Chart 1 – FY 2023/24 Budget (in millions $)



Building a Better Future

The Commission and its project partners such as the California Department of Transportation (Caltrans), local jurisdictions, and transit agencies will continue investing in mobility throughout the County using a variety of local, state, and federal sources. These funds will be used to deliver capital projects and strengthen multimodal transportation services countywide.

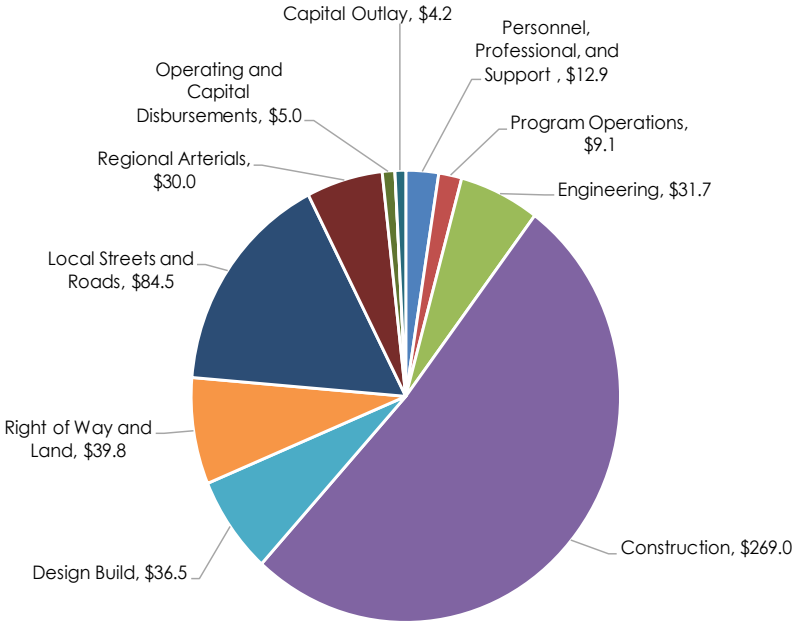
During FY 2023/24, the Commission will invest $522.7 million in capital projects (Chart 2) that include highway, regional arterial, local streets and roads, and rail projects. Riverside County is in a fortunate position, as significant pre-construction work has taken place with several projects and the Commission has successfully sought funding from a variety of funding sources to ensure a productive year.

Notable capital projects funded in FY 2023/24 include but are not limited to the following:

- 15/91 Express Lanes Connector
- Regional Arterial Projects funded by both Measure A and TUMF revenues
- Construction of the Moreno Valley-March Field station project
- Construction of the 71/91 Connector
- Construction of the Interstate (I) 15 Smart Freeways project
- Construction of the Jurupa Avenue grade separation project and the widening of the Hamner Avenue Bridge
- Engineering and environmental studies for the I-15 Corridor Operations Project
- Engineering and environmental studies for the 15 Express Lanes Project – Southern Extension
- Engineering and environmental studies for the I-10/Highland Springs Avenue Interchange
- Engineering and environmental studies for the 91 Eastbound Corridor Operations Project
- Project development for the Mid County Parkway (MCP) projects including right of way land purchases

The Commission is a project-driven agency. Capital project costs comprise 53% of the Commission's FY 2023/24 overall budget. Chart 2 illustrates the capital projects expenditures by function.

Chart 2 – Capital Projects (in millions $)



RCTC 15 Express Lanes and 91 Express Lanes

Following the Commission's opening of the 15 Express Lanes in April 2021, RCTC now operates two tolling facilities totaling approximately 30 miles and up to eight lanes, providing the region an efficient alternative form of travel. Specifically, the 15 Express Lanes facility is located within the cities of Corona, Norco, Eastvale, and Jurupa Valley while the 91 Express Lanes facility is located in the City of Corona between the Orange County/Riverside County line and I-15.

Thanks to its conservative fiscal strategy and reserves set aside for debt service, the Commission's near-term and mid-term debt service requirements are fully funded. Furthermore, operating revenues are outpacing projections, further enhancing the financial viability of these operations. Also, the 2021 refinancing provided further relief to the 91 Express Lanes debt portfolio via prepayment and retirement of its Transportation Infrastructure Finance and Innovation Act loan and 2013 Toll Bonds while also mitigating administrative burdens resulting from federal funding.

Traffic congestion return from the post-pandemic; the express lanes will continue to serve as a key link for the region's overall traffic congestion relief goals. However, staff will continue to work on interim corridor improvements such as the recently completed 91 Corridor Operations Project and the near-term construction of the I-15 Interim Corridor Operations Project, as well as longer term solutions such as the I-15 Express Lanes Southern Extension.

Planning for the Needs of Today and the Challenges of Tomorrow

Funding is a key element in determining the future of transportation. To help guide the Commission through the County's challenges with population growth, changing demographics, economic needs, and technological change, in FY 2024 RCTC will update the Riverside County Traffic Relief Plan, which was originally adopted in May 2020. Future projects listed in this long-range transportation plan included the MCP, realignment of State Route (SR)-79, passenger rail service to the Coachella Valley, expanded Metrolink passenger rail service, a variety of active transportation projects, and a new expressway along Ethanac Road within Southwestern Riverside County. In addition, the plan included funding for new interchanges and local streets and roads. The plan was developed as a blueprint for not only traffic relief, but also for improving equity and

access to transportation systems and services countywide. The 2023 refresh of the Traffic Relief Plan will affirm transportation priorities of the communities within Riverside County and provide a foundation for a potential sales tax measure to fund transportation projects and services to be proposed to Riverside County voters in a future election. Concurrently, RCTC is sponsoring Assembly Bill 1385 (E. Garcia) to increase RCTC's statutory authority to implement a transportation sales tax from one half-cent to one and one-half cents.

RCTC will continue to seek funding from state and federal sources for key projects. The planning and delivery for these projects will be influenced by shifting funding program guidelines and project delivery processes from the state and federal governments. Commissioners have provided clear direction to find ways to phase large projects so that smaller, fundable, buildable segments can become a reality sooner. Although uncertainty will continue to present challenges, RCTC stands ready to meet that challenge thanks to strong and innovative leadership from Commissioners and its staff.

Effective January 1, 2021, the Commission became the managing agency for the Western Riverside County Regional Conservation Authority (RCA). RCTC is fully reimbursed by the RCA for management and oversight costs; accordingly, RCTC's funding sources do not support this new role. As the managing agency, RCTC provides strong management and places a high priority on the completion of the region's Multiple Habitat Species Conservation Plan (MSHCP). In addition to conserving habitat to protect 146 native animal and plant species, the MSHCP enables RCTC and others a more streamlined approach to develop needed infrastructure. Thanks to this program, the time needed to get projects to construction has been reduced, which, in turn, has a positive impact on the Commission's overall efficiency in delivering projects.

A Commitment to Riverside County

Ensuring local funding for transportation will require ongoing outreach along with transparent oversight and management of public funds. As public stewards, a conservative budgeting approach while planning for anticipated expenditures ensures public confidence in the Commission's fiduciary, oversight, and visionary roles. This budget document is intended to demonstrate the Commission's commitment to the public as well as documenting its dedication to sound budget practices. This budget document is one of many ways the Commission works to ensure public accountability and full transparency of its actions.

The Commission has also expanded its commitment to communicate with the public and closely monitors its public engagement activities, reporting these efforts on a quarterly basis. RCTC welcomes public input and participation and invites the public to visit rctc.org and to follow @theRCTC on Facebook, Twitter, and Instagram. A major emphasis for the Commission during the coming year is to seek and achieve equity in mobility for all stakeholders within Riverside County.

Ongoing communication will be critical as needs rapidly change in an uncertain environment. Staff will likely return with periodic budget updates and adjustments. The basic nature of this document reflects the current macroeconomic situation while providing current and needed budgetary information.

Acknowledgments

This budget document serves as a policy document, an operations guide, a financial plan, and a communications device. This budget provides the information necessary for the Commission to manage its resources in FY 2023/24. The preparation of this budget has been a collaborative effort of the Commission's staff. The budget reflects the Commission's desire to communicate the components of the budget in terms that are easily understandable and supportable for the public. Staff acknowledges and appreciates the guidance, inspiration, and leadership of the Commissioners in advancing the future of transportation in Riverside County.

Signature on file	*Signature on file*
Anne Mayer, Executive Director	Sergio Vidal, Chief Financial Officer

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Commission Introduction

State of California (State or California) law created the Riverside County Transportation Commission (Commission or RCTC) in 1976 to oversee the funding and coordination of all public transportation services within Riverside County (County). The Commission's mission is to assume a leadership role in improving mobility in the County. The governing body consists of:

- All five members of the County Board of Supervisors;
- One elected official from each of the County's 28 cities; and
- One non-voting member appointed by the Governor of California.

The Commission is responsible for setting policies, establishing priorities, and coordinating activities among the County's various transit operators and other agencies. The Commission also programs and/or reviews the allocation of federal, state, and local funds for highway, transit, rail, non-motorized travel (bicycle and pedestrian), and other transportation activities.

The Commission is legally responsible for allocating Transportation Development Act (TDA) funds, the major source of funds for transit in the County. The TDA provides two sources of funding: the Local Transportation Fund (LTF), derived from a one-quarter of one-cent state sales tax, and State Transit Assistance (STA), derived from the statewide sales tax on diesel fuel.

The Commission serves as the tax authority and implementation agency for the voter approved Measure A Transportation Improvement Program (TIP). The County's electorate originally approved Measure A in 1988 to impose a one-half of one cent transaction and use tax (sales tax) to fund specific transportation programs that commenced in July 1989 (1989 Measure A). Voters approved the 1989 Measure A for 20 years, and it expired on June 30, 2009. On November 5, 2002, the voters of Riverside County approved the renewal of Measure A beginning in July 2009 through June 2039 (2009 Measure A).

Additionally, the Commission provides motorist aid services designed to expedite traffic flow. These services include:

- The Service Authority for Freeway Emergencies (SAFE), a program that provides call box service for motorists;
- The Freeway Service Patrol (FSP), a roving tow truck service to assist motorists with disabled vehicles on the main highways of the County during peak rush hour traffic periods; and
- A traveler information system.

The Commission provides these services at no charge to motorists. A $1 surcharge on vehicle registrations, a state allocation, and a portion of Senate Bill (SB) 1's increase in the state gas tax fund these services.

The Commission is designated as the Congestion Management Agency (CMA) for the County. As the CMA, the Commission coordinates with local jurisdictions to establish congestion mitigation procedures for the County's roadway system.

The Commission participates in ongoing funding and governance of the Southern California Regional Rail Authority (SCRRA), known as Metrolink. The Commission owns and operates all nine commuter rail stations serving the County.

In March 2017, the Commission commenced toll operations on the RCTC 91 Express Lanes following the substantial completion of the State Route (SR) 91 corridor improvement project (91 Project). The Commission reached substantial completion on the (I)-15 Express Lanes project and commenced toll operations on the 15 Express Lanes in April 2021. The 15/91 Express Lanes

connector, a tolled connector between the existing RCTC 91 Express Lanes and the 15 Express Lanes north of SR-91, by 2023 will be open to traffic in 2023.

Effective January 1, 2021, RCTC became the managing agency for the Western Riverside County Regional Conservation Authority (RCA). RCTC is fully reimbursed by RCA for management and oversight costs. As the managing agency, RCTC provides strong management and places a high priority on the completion of the region's Multiple Species Habitat Conservation Plan (MSHCP).

Riverside County Transportation Commission
List of Principal Officials

Board of Commissioners

Name	Title	Agency
Kevin Jeffries	Member	County of Riverside, District 1
Karen Spiegel	2nd Vice Chair (Commission)	County of Riverside, District 2
Chuck Washington	Member	County of Riverside, District 3
V. Manuel Perez	Member	County of Riverside, District 4
Yxstian Gutierrez	Member	County of Riverside, District 5
Sheri Flyn	Member	City of Banning
Lloyd White	Vice Chair (Commission)	City of Beaumont
Joseph DeConinck	Member	City of Blythe
Linda Molina	Vice Chair (Budget and Implementation	City of Calimesa
Jeremy Smith	Chair (Budget and Implementation Committee)	City of Canyon Lake
Raymond Gregory	Member	City of Cathedral City
Steven Hernandez	Member	City of Coachella
Wes Speake	Vice Chair (Western Riverside County Programs and Projects Committee)	City of Corona
Scott Matas	Member	City of Desert Hot Springs
Clint Lorimore	Member	City of Eastvale
Linda Krupa	Member	City of Hemet
Dana Reed	Member	City of Indian Wells
Waymond Fermon	Member	City of Indio
Brian Berkson	Chair (Western Riverside County Programs and Projects Committee)	City of Jurupa Valley
Kathleen Fitzpatrick	Member	City of La Quinta
Bob Magee	Chair (Commission)	City of Lake Elsinore
Bill Zimmerman	Member	City of Menifee
Ulises Cabrera	Member	City of Moreno Valley
Cindy Warren	Member	City of Murrieta
Katherine Aleman	Member	City of Norco
Jan Harnik	Member	City of Palm Desert
Lisa Middleton	Member	City of Palm Springs
Michael M. Vargas	Vice Chair (Toll Policy and Operations Committee)	City of Perris
Meg Marker	Member	City of Rancho Mirage
Chuck Conder	Member	City of Riverside
Alonso Ledezma	Member	City of San Jacinto
James Stewart	Member	City of Temecula
Joseph Morabito	Chair (Toll Policy and Operations Committee)	City of Wildomar
Catalino Pining	Governor's Appointee	Caltrans, District 8

Riverside County Transportation Commission
List of Principal Officials

Executive Management

Anne Mayer, Executive Director
Aaron Hake, Deputy Executive Director
Sergio Vidal, Chief Financial Officer
David Knudsen, External Affairs Director
Lorelle Moe-Luna, Multimodal Director
Jillian Guizado, Planning and Programming Director
Erik Galloway, Project Delivery Director
Aaron Gabbe, Regional Conservation Director
Jennifer Crosson, Toll Operations Director
David Thomas, Toll Project Delivery Director

Executive Summary

Introduction

The budget for Fiscal Year (FY) 2023/24 is presented to the Board of Commissioners (Board) and the citizens of Riverside County. The budget outlines the projects and programs the Commission plans to undertake during the year and appropriates expenditures to accomplish these tasks. The budget also shows the funding sources and fund balances for these projects and programs. This document serves as the Commission's monetary guideline for the fiscal year. To provide the reader a better understanding of the projects and programs, staff included descriptive information regarding each department and major programs and projects. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and re-prioritize the budgeted revenues and expenditures as necessary. The discussion in each department includes a review of accomplishments, major initiatives, and key assumptions.

Policy Goals and Objectives

As approved at its March 8, 2023, meeting, the Commission is driven by four core mission statements and underlying goals for the residents of Riverside County and the transportation system upon which they rely:

QUALITY OF LIFE ***RCTC is focused on improving life for the people of Riverside County and empowering them to live life at their pace.***	
Choice	RCTC empowers the residents of Riverside County to choose how to safely get to where they are going.
Environmental Stewardship	RCTC protects and preserves the County's environment for its residents.
Mobility	RCTC provides access, equity, and choice in transportation; RCTC is a multimodal mobility partner.
Equity	RCTC supports transportation services and projects that address inequities, especially those in rural, low income, and disadvantaged communities.
Access	RCTC projects and programs are the connection to employment, housing, schools, community institutions, parks, medical facilities, and shopping in the region, and should be equitably accessible to all communities served.
Goods Movement	RCTC facilitates the funding and delivery of projects that mitigate the impact of increased goods movement flow through Riverside County and advocates for a reasonable balance between the need to maintain the supply chain and to protect public health. Also identifies solutions to reduce truck congestion and the community impacts from the flow of goods from nearby ports.
Public Engagement	RCTC is committed to engaging Riverside County residents through ongoing two-way communication and public outreach.

OPERATIONAL EXCELLENCE *RCTC is a responsible and conservative steward of taxpayer dollars.*	
State of Good Repair	RCTC invests in road safety and maintenance in its residents' neighborhoods and sustainable practices to maintain its stations and facilities.
Promises Fulfilled	Projects are completed on-time, on-budget; RCTC delivers on its promises as a steward of Riverside County residents' investment.
Efficiency	RCTC operates in an efficient and cost-effective manner.
Innovation	RCTC seeks to implement innovative transportation solutions.
Information	RCTC seeks to provide information to the public that is transparent and easily accessible; ensure customers receive prompt, dependable, and quality service.

CONNECTING THE ECONOMY *RCTC is a driver of economic growth in Riverside County.*	
Workforce Mobility	RCTC improves the economy by creating a robust workforce to workplace system; RCTC fosters workforce development by improving transportation access from housing to employment, and education centers.
Population Growth	Since 1976, RCTC has been responsible for connecting the County's economy as the County's population has quadrupled from 550,000 to over 2.5 million today. RCTC is sensitive to each geographic area's unique needs.
Economic Impact	RCTC has invested over $4.5 billion in the County's economy thanks to Measure A and toll revenues, which has a multiplier impact in terms of jobs and economic opportunity throughout Riverside County.

RESPONSIBLE PARTNER *RCTC partners with local, tribal, regional, and state governments to deliver transportation projects and programs.*	
Streets and Roads	RCTC has invested over $1.4 billion in local priorities for maintaining streets and roads and fixing potholes.
Transit	RCTC partners with transit operators to provide residents mobility choices, flexibility, intercity and intercounty connectivity, and access—especially during a post-pandemic recovery.
Active Transportation Facilities	RCTC continually improves its stations for better bicycle and pedestrian access and partners with agencies within the County to promote active transportation alternatives, including the building of regional trails and bicycle and pedestrian facilities in accordance with local general master and active transportation plans.
Grants	RCTC is a steward of state and federal grants to leverage Measure A dollars and improve mobility for our communities.
Local Measure A Value	RCTC invests Measure A dollars into projects and programs that benefit local communities throughout the County.
Partnerships	RCTC will strive to form partnerships with key stakeholders in both the public and private sector. The goal of collaborating with other entities is to ensure support for projects and programs, relief from regulations, and to find solutions for shared challenges.

Staff used these core mission statements and goals to prepare this budget and develop the following short-term objectives to further guide the planning for the FY 2023/24 budget.

Capital Project Development and Delivery

- Continue preliminary engineering, design, right of way acquisition, and/or construction of projects included in the Western County Highway Delivery Plan, and projects to improve operations of Metrolink commuter rail service.
- Continue to support operations planning and design of projects led by other agencies.
- Continue as lead agency for partner agency projects, closeout the I-15/Railroad Canyon Interchange project, continue preliminary engineering of the I-10/Highland Springs Avenue Interchange project, and continue environmental clearance and design efforts for the Santa Ana River Trail.
- Consider opportunities to implement technology-based strategies, or Smart Freeway projects, to manage traffic, reduce congestion and pollution, increase safety, and improve the quality of commutes. Finalize plans, specifications and estimates for the Smart Freeway project on I-15 in Temecula.
- Maintain and enhance communication and collaboration with the California Department of Transportation (Caltrans) to improve the Commission's ability to deliver critical projects.
- Collaborate with local jurisdictions to implement Transportation Uniform Mitigation Fee (TUMF) regional arterial program projects and facilitate the delivery of eligible arterial improvements in western Riverside County (Western County).
- Continue active engagement in state and federal efforts to streamline and modernize the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to improve the Commission's ability to deliver critical projects.

Operations

- Efficiently operate the 91 and 15 Express Lanes and achieve high customer satisfaction through reduction in congestion, mobility improvements, and management of demand.
- Efficiently and cost effectively operate the commuter rail station facilities, and 91/Perris Valley Line (PVL) rail corridor to ensure reliable high quality commuter rail service.
- Efficiently provide motorist assistance services so that motorists can conveniently travel and use transportation facilities as safely as possible.

Regional Programs

- Proactively engage state and federal legislators and agencies to advance principles identified in the adopted Legislative Platform to ensure that the Commission receives consideration for transportation projects and funding to key regional needs and mobility choice.
- Monitor transit trends and the associated economic, social, and public health factors that impact ridership and create barriers to transit growth.
- Subsidize reliable and cost-effective Metrolink commuter rail service to and from Riverside County; Southern Regional Rail Authority (SCRRA) is the operator of Metrolink.
- Provide continued leadership in the planning and development for the Coachella Valley-San Gorgonio Pass Rail Corridor Service (CV Rail).
- Support innovative programs that provide transit assistance in rural areas or for riders with special transit needs.
- Promote cost controls and operating efficiency for transit operators.
- Maintain effective partnerships among commuters, employers, and government to increase the efficiency of our transportation system by encouraging and promoting telework and motorized and non-motorized transportation alternatives such as vanpools.

Management Services

- Maintain close communication with Commissioners and educate policy makers on all issues of importance to the Commission including Measure A.
- Develop and execute a communication, public information, and community engagement strategy for the purposes of education, partnership building, information sharing, and customer service.
- Maintain administrative program delivery costs below the policy threshold of 4% of Measure A revenues; the FY 2023/24 Management Services budget is 1.30% of Measure A revenues.
- Maintain administrative salaries and benefits at less than 1% of Measure A revenues; the FY 2023/24 administrative salaries and benefits is 0.46% of Measure A revenues.
- Maintain prudent cash reserves to provide some level of insulation for unplanned expenditures or economic downturns.
- Maintain strong bond ratings with rating agencies.
- Establish and maintain revenues and reserves generated from toll operations to be available for debt service in accordance with toll supported debt agreements; maintenance, repair, and rehabilitation, administration, operations; and capital projects within the corridor.

Linking Commission and Departmental Mission Statements

The following matrix (Table 1) illustrates the linkage of the Commission's core mission statements described in this section to the individual departmental mission statements included in each department's section.

Table 1 – Relationship between Commission and Departmental Mission Statements

Department	Quality of Life	Operational Excellence	Connecting the Economy	Responsible Partner
Management Services				
Executive Management	X	X	X	X
Administration		X		
External Affairs	X	X	X	X
Finance		X		
Regional Programs				
Planning and Programming	X	X	X	X
Rail Maintenance and Operations	X	X	X	X
Public and Specialized Transit	X	X	X	X
Commuter Assistance	X	X	X	X
Motorist Assistance	X	X	X	X
Regional Conservation	X	X	X	X
Capital Project Development and Delivery	X	X	X	X
Toll Operations	X	X	X	X

Budget Overview

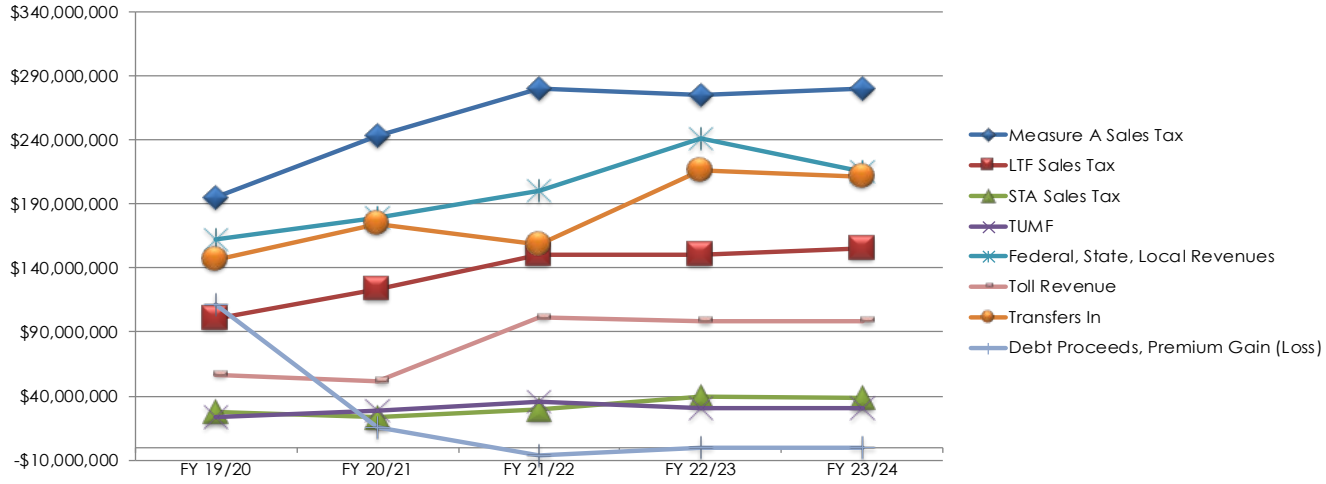
Total sources (Table 2) are budgeted at $1,029,720,100, a 5% decrease over the FY 2022/23 budget. The decrease is largely a result in the reduction in intergovernmental revenues primarily related to various SB 132 projects nearing completion. Total sources are comprised of revenues of $818,045,300 and transfers in of $211,674,800. The projected fund balance at June 30, 2023, available for expenditures/expenses (excluding amounts restricted for debt service of $11,282,000 and advances receivable of $15,469,900) is $1,355,468,400. Accordingly, total funding available for the FY 2023/24 budget totals $2,385,188,500.

Table 2 – Sources FY 2022-2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Measure A Sales Tax	$ 280,170,600	$ 275,000,000	$ 275,000,000	$ 280,000,000	$ 5,000,000	2%
LTF Sales Tax	150,694,000	150,000,000	150,000,000	155,000,000	5,000,000	3%
STA Sales Tax	29,988,300	30,964,600	39,055,000	38,363,900	7,399,300	24%
Intergovernmental	213,865,000	246,701,300	235,145,100	201,726,200	(44,975,100)	-18%
TUMF Revenue	35,509,000	31,000,000	30,750,000	31,000,000	-	0%
Tolls, Penalties, and Fees	100,992,600	97,771,800	98,794,100	97,989,000	217,200	0%
Other Revenue	3,926,900	707,000	719,100	723,500	16,500	2%
Investment Income (Loss)	(17,686,500)	1,168,400	5,103,000	13,242,700	12,074,300	1033%
Transfers In	158,254,900	247,462,200	216,171,100	211,674,800	(35,787,400)	-14%
Debt Proceeds, Premium Gain (Loss)	(6,733,700)	-	-	-	-	N/A
TOTAL Sources	$ 948,981,100	$ 1,080,775,300	$ 1,050,737,400	$ 1,029,720,100	$ (51,055,200)	-5%

Riverside County has specific competitive advantages over nearby coastal counties (Los Angeles, Orange, and San Diego), including housing that is more available and affordable as well as plentiful commercial real estate and land available for development at lower costs. Prior to the COVID-19 pandemic in early 2020, Riverside County's economy benefitted from employment gains due to the County's ability to attract businesses with lower commercial rents and a skilled labor force. Population migration to the Inland Empire (i.e., Riverside and San Bernardino counties) occurred due to these employment opportunities and a lower cost of living compared to the coastal counties. Stability in the local labor market and housing advantages has increased economic activity and post COVID-19 pandemic recovery contributing to stable sales tax revenue growth as noted on Chart 3.

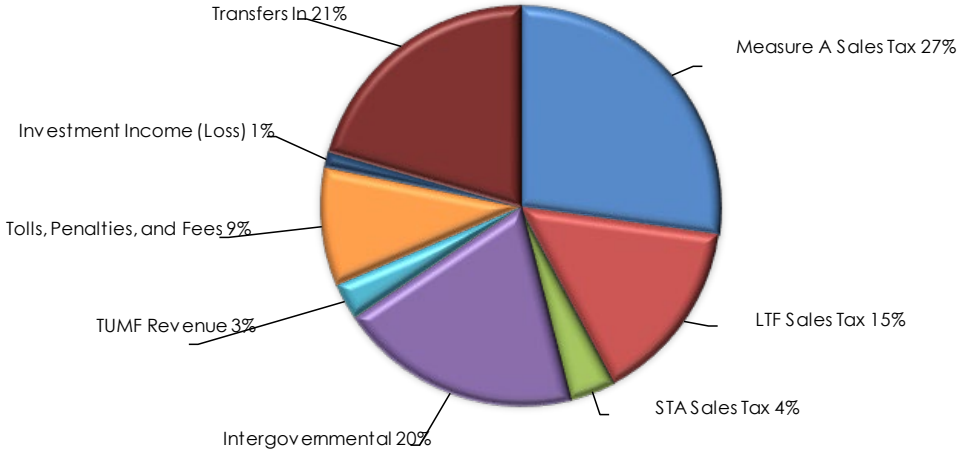
Chart 3 – Sources: Five-Year Trend



Regardless of the current and future economic conditions, the Commission faces formidable ongoing challenges in terms of providing needed infrastructure enhancements to support a population and an economy that has outgrown the capacity of its existing infrastructure. Fortunately, the foundation of the regional economy continues to retain many of the fundamental positive attributes that fueled its earlier growth, including more affordable real estate with proximity to coastal communities, a large pool of skilled workers, and increasing wealth and education levels.

While the Commission's primary revenues are the Measure A and LTF sales taxes, other revenues and financing sources are required to fund the Commission's programs and projects as illustrated in Chart 4. The Commission receives Measure A and LTF sales tax revenues from the California Department of Tax and Fee Administration (CDTFA), as statutorily created and authorized successor to the former California State Board of Equalization.

Chart 4 – Sources: Major Categories



After considering the state of the local economy, staff projects Measure A sales tax revenues of $280,000,000 for FY 2023/24. This is a 2% change from the FY 2022/23 revised projection of $275,000,000. Generally, the Commission reassesses its sales tax revenue projections at midyear based on the economy and revenue trends; however, the Commission anticipates more frequent reviews throughout FY 2023/24 as other key economic indicators such as the County's unemployment rate and interest rates become known.

On behalf of the County, the Commission administers the LTF for public transportation needs, local streets and roads, and bicycle and pedestrian facilities. The majority of LTF funding received by the County and available for allocation is distributed to all public transit operators in the County. The Commission receives allocations for administration, planning, and programming in addition to funding for Western County rail operations included in the commuter rail Short Range Transit Plan (SRTP). LTF sales tax revenue is budgeted at $155,000,000, a 3% change from the FY 2022/23 revised $150,000,000 projection. The projection for the upcoming year is based on economic activity remaining relatively flat due to uncertainty with the economy.

A statewide sales tax on motor vehicle diesel fuel generates STA funds, which the State Controller allocates by formula to the Commission for allocations to the County's public transit operators. SB 1 provides additional STA revenues, including State of Good Repair (SGR) funds for transit maintenance, rehabilitation, and capital projects. The FY 2023/24 STA/SGR allocations, based on recent State estimates, is $38,363,900.

Intergovernmental revenues, estimated to be $201,726,200, include reimbursement revenues from federal sources of $89,308,100, state sources of $82,343,100, and local agencies of $30,075,000 for highway and rail capital projects, rail operations and station maintenance, commuter assistance, and motorist assistance programs as well as planning and programming activities. The anticipated decrease of 18% in FY 2023/24 compared to the revised FY 2022/23 budget is related to decreases in state reimbursements primarily related to SB 132 funding expended on various projects. SB 132 enacted in April 2017 provided state funding for the 15/91 Express Lanes Connector and pass-through funding to the County for projects such as the Hamner Bridge widening and to both the County and city of Corona for various grade separation projects. Other state reimbursements will fund the 71/91 Connector, Mid County Parkway (MCP) projects, station rehabilitation and planning and programming projects. Federal reimbursements provide funding for the I-15 Express Lanes–Southern Extension, SR-91 East Corridor Operations project, 71/91 Connector, MCP projects, Smart Freeways, and station rehabilitation projects. Local reimbursements will fund the I-15 Express Lanes – Northern Extension, 91 Express Lanes eastbound to McKinley Avenue, Santa Ana River Trail Extension, rideshare services, and regional conservation. Reimbursement revenues vary from year to year depending on project activities and funding levels.

Based on an amended Memorandum of Understanding (MOU) with the Western Riverside Council of Governments (WRCOG), the Commission receives 48.1% of TUMF revenues (as updated by the most recent Nexus study). TUMF represents fees assessed on new residential and commercial development in Western County. The Commission projects FY 2023/24 TUMF related fees at $31,000,000.

FY 2022/23 marked the sixth complete fiscal year of toll operations for the RCTC 91 Express Lanes following substantial completion of the 91 Project in March 2017. Since opening and through February 2020, the RCTC 91 Express Lanes traffic and toll revenues surpassed initial 2013 financing assumptions and an updated Riverside County 91 Express Lanes Extension Investment Grade Traffic and Revenue Study approved by the Commission in December 2018. The Commission estimates FY 2023/24 toll revenues, penalties, and fees of $65,080,500 — comparable to the FY 2022/23 projected revenues of $65,548,100.

FY 2022/23 marked the second full year of toll operations for the 15 Express Lanes following substantial completion of the I-15 Express Lanes Project and opening of the 15 Express Lanes in April 2021. For FY 2023/24, the Commission projects $32,908,500 in toll revenues, penalties and fees for the 15 Express Lanes, a slight decrease of 2% compared to the FY 2022/23 projected revenues of $33,246,000. The 2% decrease is based on a slight downward trend identified in the past few months. Staff will continue to monitor toll revenues and transactions and adjust the FY 2023/24 projections as necessary.

Other revenue of $723,500 includes property management generated from properties acquired in connection with various highway and rail properties.

The Commission anticipates a 1033% increase in FY 2023/24 investment income from the FY 2022/23 budget due to higher estimated investment yields. The FY 2023/24 budget conservatively projects investment income at a 1.1% investment yield compared to a 0.10% investment yield budgeted in FY 2022/23.

Transfers in of $211,674,800 relate to the transfer of LTF funding for general administration, planning and programming, rail operations, and grade separation project allocations; approved interfund allocations for specific projects and administrative cost allocations; and debt service requirements from highway, new corridors, and regional arterial funds.

Total uses (Table 3), including transfers out of $211,674,800, are budgeted at $1,190,165,000 a 2% increase from the prior year revised budget amount of $1,165,858,200. Program expenditures and transfers out totaling $1,072,639,700 represent 90.1% of total budgeted uses in FY 2023/24. Program costs increased by 2% from $1,049,417,700 in FY 2022/23 due to projects and programs identified below.

Table 3 – Uses FY 2022-2023

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Capital Highway, Rail, and Regional Arterials	$ 399,705,700	$ 537,782,500	$ 443,289,400	$ 548,527,400	$ 10,744,900	2%
Capital Local Streets and Roads	84,801,100	83,029,900	83,029,900	84,545,100	1,515,200	2%
Commuter Assistance	3,434,500	4,640,100	4,429,700	6,819,200	2,179,100	47%
Debt Service	98,396,400	91,756,300	91,756,400	91,416,200	(340,100)	0%
Management Services	18,544,400	24,684,200	21,211,600	26,109,100	1,424,900	6%
Motorist Assistance	6,755,000	9,560,300	7,363,400	8,952,100	(608,200)	-6%
Planning and Programming	5,009,400	10,683,600	8,606,500	29,600,500	18,916,900	177%
Public and Specialized Transit	95,994,500	202,068,600	185,862,300	243,247,900	41,179,300	20%
Rail Maintenance and Operations	16,869,100	53,671,400	48,345,000	59,091,100	5,419,700	10%
Regional Conservation	3,974,200	11,628,900	10,495,000	11,034,600	(594,300)	-5%
Toll Operations	34,909,000	136,352,400	105,139,600	85,821,800	(50,530,600)	-37%
TOTAL Uses	$ 768,393,300	$ 1,165,858,200	$ 1,009,528,800	$ 1,195,165,000	$ 29,306,800	3%

Note: Management Services includes Executive Management, Administration, External Affairs, and Finance.

Capital highway, rail, and regional arterials budgeted uses of $548,527,400 are 2% higher compared to the FY 2022/23 budget due to project activities in various phases related to the 71/91 Connector, SR-79 realignment, I-15 Express Lanes project – southern extension, MCP projects, Smart Freeways, 91 eastbound Corridor Operations Project (COP), rail station improvements, and Western County Measure A and TUMF 2009 regional arterial call for projects.

Local streets and roads expenditures of $84,545,100 reflects an increase of $1,515,200 over the FY 2022/23 budget and represent the disbursements of 2009 Measure A sales tax revenues to local jurisdictions for the construction, repair, and maintenance of local streets and roads.

Commuter assistance budgeted expenditures of $6,819,200 is 47% higher than the FY 2022/23 budget due to launching of a new free rail pass program and potential comprehensive bi-county Transportation Demand Management plan.

Debt service of $91,416,200 is comparable to the FY 2022/23 budget.

Management services expenditures of $26,109,100 increased 6% due to audit services, staff training and travel, technology equipment upgrades, and office improvements and expansion.

Motorist assistance expenditures of $8,952,100 decreased 6% due to cost savings with current FSP radio systems and transfers out for SAFE matching funds to FSP and commuter assistance special projects.

Planning and programming budgeted expenditures of $29,600,500 increased 177% due to increased projects and operation activities in connection with LTF disbursements for planning and programming, other agency projects, and special studies related to Regional Early Action Plan (REAP 2.0) and toll lanes.

Public and specialized transit budgeted expenditures of $243,247,900 are 20% higher than the FY 2022/23 budget due to expiration of federal stimulus funds (CARES Act, Coronavirus Response and Relief Supplemental Appropriations Act, and American Rescue Plan Act of 2021) concur available in the prior year to help respond to COVID-19 impacts rather than traditional operating subsidies to public transit operators.

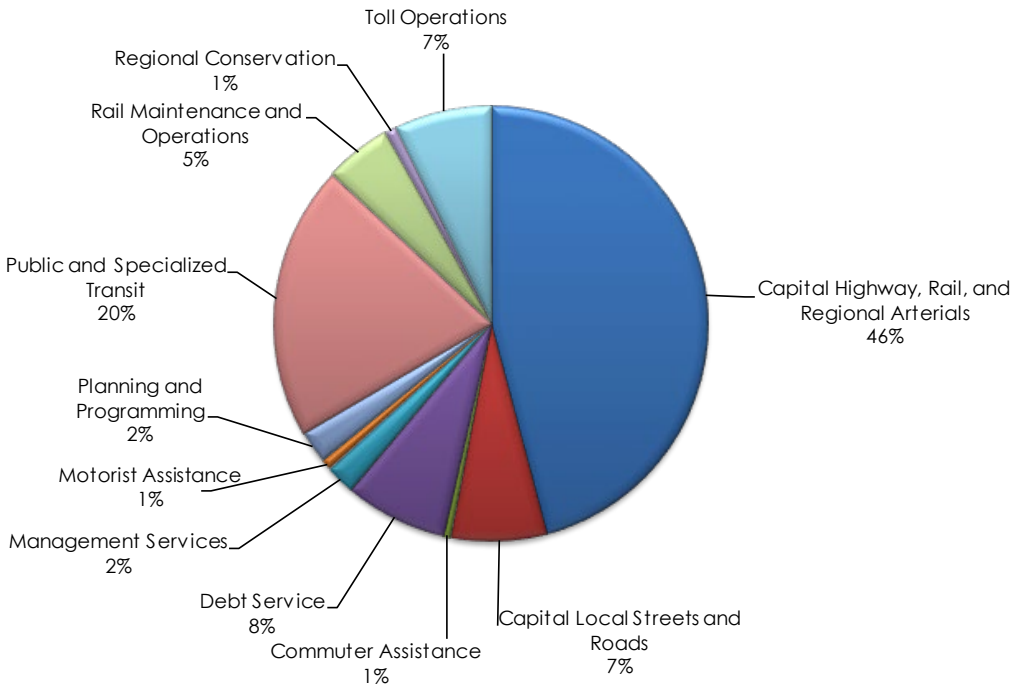
The rail maintenance and operations budgeted expenditures of $59,091,100 are 10% higher than the FY 2022/23 budget due to increases in rail station security guards, program management, utilities, and Metrolink operations.

Regional conservation budgeted expenditures of $11,034,600 reflects a second full year serving as the managing agency for the RCA. FY 2023/24 reflects a decrease of $594,300 or 5% primarily due to a reduction in administration cost allocation and program management.

Toll operations expenses are budgeted at $85,821,800 to manage the operations, maintenance, and capital support of the RCTC 91 Express Lanes and 15 Express Lanes. The 37% decrease for toll operational expenses is due to lower required repair and rehabilitation activity on the RCTC 91 Express Lanes, design build activity on the 91 Express Lanes eastbound lane to McKinley Avenue project, and transfer of surplus toll revenues required for the 15/91 Express Lanes Connector project than the previous year.

Chart 5 is an illustration of total uses included in the FY 2023/24 budget by major categories.

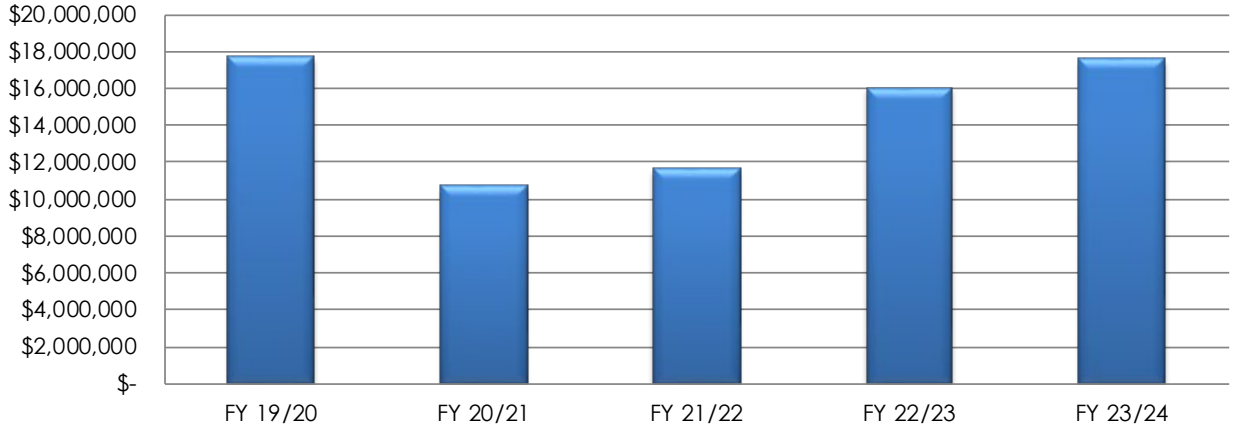
Chart 5 – Uses: Major Categories



Commission Personnel

The Commission's salaries and benefits total $17,563,900 for FY 2023/24. This represents an increase of $196,800 or 1% over the FY 2022/23 budget of $17,367,100 (Chart 6). The increase relates primarily to a 4% pool for performance merit-based salary increases and a 4% annual salary range structure cost of living adjustment (COLA). The COLA only applies to the to the Commission's salary range structure and is not automatically applied to the current employees' salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half percent, with a maximum adjustment of 4%. The COLA will be equal to the CPI, but no less than 0% and no greater than 4%. The CPI for the All-Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, 2022, was 8.7%. In accordance with the Board's action, CPI was capped at 4% and applied to the Commission's salary range structure for FY 2023/24. Significant variances in prior years (Chart 6) are primarily due to the Commission's one-time disbursement to pay down the California Public Employees Retirement System (CalPERS) unfunded actuarial pension liability of $8.6 million in FY 2019/20; six months serving as the managing agency for the RCA in FY 2020/21; reorganization of the toll program, the addition of three new positions, and a full year serving as the managing agency for the RCA in FY 2021/22; and an increase to the Commission's contribution to employee health benefits in FY 2022/23. The Commission's salary schedule for FY 2023/24 is included in Appendix B and complies with Government Code §20636 "Compensation Earnable" and California Code of Register §570.5, "Requirements for a Publicly Available Pay Schedule."

Chart 6 – Salaries and Benefits Cost: Five-Year Comparison



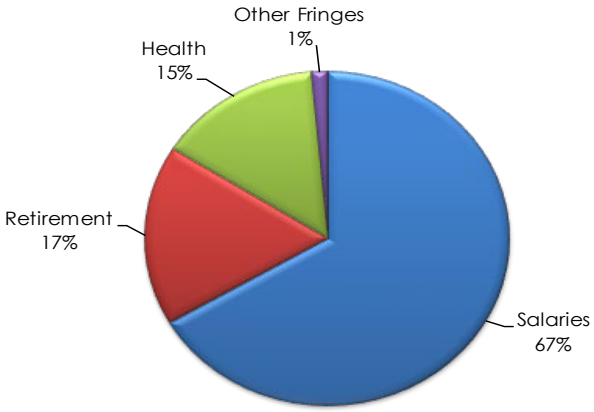
The 81 FTE positions included in the FY 2023/24 budget (Table 4) is comparable to the FY 2022/23 budget and Management continues its commitment with its intent for the Commission's enabling legislation requiring a lean organization. The Commission will continue providing staff the tools needed to ensure an efficient and productive work environment. However, small should not be viewed in an absolute context; it is relative to the required tasks and the demands to be met.

Table 4 – Full-Time Equivalents by Department FY 2022—2024

	FY 21/22	FY 22/23	FY 23/24
Executive Management	0.5	0.5	1.0
Administration	7.4	8.9	9.2
External Affairs	4.3	5.3	3.9
Finance	10.8	10.6	10.5
Planning and Programming	4.1	5.7	6.2
Rail Maintenance and Operations	3.8	4.0	4.1
Public and Specialized Transit	2.7	2.9	2.7
Commuter Assistance	0.9	1.3	1.3
Motorist Assistance	1.5	1.4	1.5
Regional Conservation	11.4	18.3	18.1
Capital Project Development and Delivery	13.1	14.7	14.7
Toll Operations	6.5	7.4	7.8
TOTAL	67.0	81.0	81.0

The Commission provides a comprehensive package of benefits to employees. The package includes health, dental, vision, life insurance, short and long-term disability, workers' compensation, tuition assistance, sick and vacation leave, retirement benefits in the form of participation in the CalPERS, postretirement health care, deferred compensation, and employee assistance program. Chart 7 illustrates the compensation components.

Chart 7 – Personnel Salaries and Benefits



Department Initiatives

Staff prepared each department's budget based on key assumptions, accomplishments in FY 2022/23, major initiatives for FY 2023/24, and department goals and related objectives. Tables 5 through 16 present the key initiatives and summary of expenditures/expenses for each department. The department budgets section contains detailed discussions about each department.

Executive Management

- Continue project development and delivery as the key Measure A priority.
- Foster growth in usage of express lanes and ensure their financial success.
- Continue planning efforts to advance passenger rail service in the CV Rail.
- Advocate for state and federal investments in transportation to fund needed transportation priorities in the County and stimulate the local economy.
- Maintain regional cooperation and collaboration as a significant effort consistent with the philosophy and mission of the Commission.
- Support a comprehensive social media outreach program to build awareness of the Commission and its role in the community.
- Maintain an effective mid-sized transportation agency with dedicated staff.

Table 5 – Executive Management

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 336,000	$ 403,200	$ 403,200	$ 536,500	$ 133,300	33%
Professional	61,300	300,000	126,300	300,000	-	0%
Support	59,000	96,700	97,200	130,900	34,200	35%
TOTAL	$ 456,300	$ 799,900	$ 626,700	$ 967,400	$ 167,500	21%

Administration

- Provide high quality support services to the Commission and to internal and external customers.
- Maintain an accurate and efficient electronic records management system.
- Provide timely communications and high-quality support services to Commissioners.
- Update technology to improve internal processes and interaction with the public.
- Support and develop a motivated workforce with a framework of activities and practices that comply with employment laws and regulations.

Table 6 – Administration

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 850,200	$ 1,169,100	$ 815,500	$ 1,290,700	$ 121,600	10%
Professional	1,139,600	1,184,000	1,104,000	1,187,100	3,100	0%
Support	334,600	1,435,200	1,237,400	1,635,800	200,600	14%
Capital Outlay	172,500	325,000	75,000	1,365,000	1,040,000	320%
Debt Service	606,000	-	-	-	-	N/A
TOTAL	$ 3,102,900	$ 4,113,300	$ 3,231,900	$ 5,478,600	$ 1,365,300	33%

External Affairs

- Develop effective partnerships with transportation providers to communicate a unified message to Congress regarding mobility needs.
- Advocate on behalf of Riverside County's interests regarding the State's Climate Action Plan for Transportation Infrastructure.
- Advocate positions in the State Legislature and in Congress that advance the County's transportation interests.
- Continue a leadership role in formulating a countywide direction on federal transportation policies.
- Conduct a concerted outreach effort to new federal and state representatives on local transportation issues.
- Use modern technology to support a robust public communication and engagement effort focusing on accessible and transparent communication of the Commission's projects and programs.
- Engage and seek understanding of the Riverside County's community-based stakeholders to build trust and gain support to inform the decision-making process.
- Build awareness and support for the RCA and the implementation of the MSHCP.

Table 7 – External Affairs

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 861,900	$ 1,318,100	$ 872,800	$ 798,700	$ (519,400)	-39%
Professional	654,700	1,335,000	793,000	1,306,000	(29,000)	-2%
Support	84,200	247,100	103,500	324,800	77,700	31%
Capital Outlay	-	5,000	-	5,000	-	0%
TOTAL	$ 1,600,800	$ 2,905,200	$ 1,769,300	$ 2,434,500	$ (470,700)	-16%

Finance

- Proactively monitor, assess, manage, and minimize financial impacts on the Commission's programs and projects to the maximum extent possible.
- Continue appropriate uses of long- and short-term financing to advance the Commission's 2009 Measure A projects.
- Provide support to the RCTC 91 Express Lanes and 15 Express Lanes toll operations contractor back offices to ensure the proper accounting of toll revenues and operations and maintenance costs.
- Keep abreast of Governmental Accounting Standards Board (GASB) technical activities affecting the Commission's accounting and financial reporting activities and implement new pronouncements.
- Upgrade the Enterprise Resource Planning (ERP) system to benefit all staff in the management of accounting and project information and automation of a paperless workflow system.
- Manage a centralized procurements process in order to strengthen controls and ensure consistency in the application of procurement policies and procedures and adherence to applicable laws and regulations.
- Support outreach activities to encourage disadvantaged business enterprise (DBE) and small business enterprise (SBE) participation in various contracts.

Table 8 – Finance

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 1,748,600	$ 1,974,000	$ 1,953,400	$ 2,052,800	$ 78,800	4%
Professional	1,247,200	2,410,800	1,874,700	2,372,400	(38,400)	-2%
Support	865,000	1,086,300	1,085,900	1,879,900	793,600	73%
Capital Outlay	115,000	1,313,900	588,900	840,000	(473,900)	-36%
Transfers Out	10,014,600	10,080,800	10,080,800	10,083,500	2,700	0%
TOTAL	$ 13,990,400	$ 16,865,800	$ 15,583,700	$ 17,228,600	$ 362,800	2%

Planning and Programming

- Monitor funding authority and responsibility related to the State Transportation Improvement Program (STIP).
- Ensure administration and implementation of STIP/Regional Improvement Program (RIP), Active Transportation Program (ATP), and other funded projects consistent with California Transportation Commission (CTC), Caltrans, and Southern California Association of Governments (SCAG) policies.
- Continue to strategically program projects for all local agencies countywide into the Federal Transportation Improvement Program (FTIP) and obligate funds in an expeditious manner for the maximum use of all available funding, including monitoring the use of such funding to prevent from lapsing.
- Monitor all projects programmed to receive 2009 Measure A, TUMF, state, and federal funds to ensure timely delivery and prevent funds from lapsing.
- Focus on interregional concerns and maintain effective working relationships involving various multi-county transportation issues.
- Coordinate planning efforts with regional and local agencies relating to the development of Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) and greenhouse gas reduction (GHG) implementation guidelines.
- Administer the Bicycle and Pedestrian Facilities Program (SB 821).
- Monitor and track local, state, and federal funding sources in a customized database system including assisting in the administration of 2009 Measure A local streets and roads and LTF SB 821 programs.

Table 9 – Planning and Programming

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 957,100	$ 1,117,300	$ 899,700	$ 1,478,200	$ 360,900	32%
Professional	21,800	142,500	102,000	128,100	(14,400)	-10%
Support	10,100	323,500	184,200	176,100	(147,400)	-46%
Projects and Operations	3,131,500	6,855,300	6,309,300	23,080,700	16,225,400	237%
Capital Outlay	480,300	250,000	250,000	200,000	(50,000)	-20%
Transfers Out	408,600	1,995,000	861,300	4,537,400	2,542,400	127%
TOTAL	$ 5,009,400	$ 10,683,600	$ 8,606,500	$ 29,600,500	$ 18,916,900	177%

Rail Maintenance and Operations

- As a member of the SCRRA, continue active participation in the governance and operations of the Metrolink commuter rail system.
- Continue the planning and implementation of capital improvements at the commuter rail stations in the County, including security and rehabilitation projects and meeting parking requirements.
- Continue to support and evaluate activities related to the PVL service, such as promoting ridership especially for weekend service.
- Establish the best approach to build, maintain, and operate cost effective and environmentally sustainable facilities that meet the public's transportation needs.
- Lead the service development process and actively coordinate with all stakeholders along the CV Rail for intercity passenger rail service.
- Advance the next generation rail feasibility study to evaluate future growth opportunities for passenger rail in the County.

Table 10 – Rail Maintenance and Operations

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 721,100	$ 970,400	$ 970,400	$ 917,100	$ (53,300)	-5%
Professional	1,051,600	1,259,300	713,500	3,136,500	1,877,200	149%
Support	2,392,400	2,836,400	2,695,400	3,083,600	247,200	9%
Projects and Operations	10,431,600	45,887,900	42,334,300	49,978,300	4,090,400	9%
Capital Outlay	1,730,800	1,694,000	608,000	1,155,000	(539,000)	-32%
Debt Service	14,400	-	-	-	-	N/A
Transfers Out	541,600	1,023,400	1,023,400	820,600	(202,800)	-20%
TOTAL	$ 16,883,500	$ 53,671,400	$ 48,345,000	$ 59,091,100	$ 5,419,700	10%

Public and Specialized Transit

- Coordinate the operation of all public transportation services, especially for disadvantaged communities and essential workers, within the County by promoting program efficiency between transit operators.
- Monitor and coordinate state and federal regulations for operating and/or capital impacts with transit operators.
- Continue public transit operator oversight and fiduciary responsibilities to ensure completion of annual fiscal audits and state triennial performance audits in accordance with TDA regulations.
- Support innovative programs that provide transit assistance in hard to serve rural areas or for riders having very special transit needs and monitor funding of these programs.
- Continue long-range planning activities to ensure that anticipated revenues are in line with projected levels of service by transit operators.

Table 11 – Public and Specialized Transit

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 518,600	$ 574,600	$ 468,100	$ 534,200	$ (40,400)	-7%
Professional	334,900	943,300	812,100	340,200	(603,100)	-64%
Support	69,100	119,700	116,000	392,300	272,600	228%
Projects and Operations	86,842,100	166,087,700	150,884,400	199,847,300	33,759,600	20%
Transfers Out	8,229,800	34,343,300	33,581,700	42,133,900	7,790,600	23%
TOTAL	$ 95,994,500	$ 202,068,600	$ 185,862,300	$ 243,247,900	$ 41,179,300	20%

Commuter Assistance

- Position the program for the future by being more visible, regional, and innovative to enhance the experience and participation of employer partners, commuters, and communities.
- Transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform/database.
- Maintain and grow employer partnerships through value-added services and tools for rideshare and telework programs.
- Maintain the long-term partnership with San Bernardino County Transportation Authority (SBCTA) to manage and implement a "sister" commuter assistance program for residents and employers in San Bernardino County.
- Launch a free rail pass program for Riverside and San Bernardino County residents to experience Metrolink for work, school, and play.
- Optimize Park and ride facilities to support shared-ride arrangements and facilitate transit connections.

Table 12 – Commuter Assistance

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 217,100	$ 269,200	$ 263,800	$ 230,800	$ (38,400)	-14%
Professional	228,800	382,900	223,800	695,000	312,100	82%
Support	2,900	59,900	13,600	19,200	(40,700)	-68%
Projects and Operations	2,823,600	3,668,400	3,668,800	5,693,000	2,024,600	55%
Debt Service	8,500	-	-	-	-	N/A
Transfers Out	162,100	259,700	259,700	181,200	(78,500)	-30%
TOTAL	$ 3,443,000	$ 4,640,100	$ 4,429,700	$ 6,819,200	$ 2,179,100	47%

Motorist Assistance

- Maintain a high benefit-to-cost ratio related to the performance of the FSP program.
- Support regional mobility by providing 24/7 access to real-time traffic information, transportation options, and services.
- Enhance highway safety and reduce congestion by providing a roving motorist assistance service that patrols designated urban freeways and assists stranded or disabled vehicles.
- Continue to pilot focused effort that expands access to transportation demand management services and incentives to eastern Riverside County constituents.

Table 13 – Motorist Assistance

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 155,400	$ 272,100	$ 272,100	$ 254,600	$ (17,500)	-6%
Professional	325,200	214,900	188,800	209,600	(5,300)	-2%
Support	129,200	186,600	179,700	335,000	148,400	80%
Projects and Operations	3,651,400	5,454,500	3,939,600	5,076,700	(377,800)	-7%
Transfers Out	2,493,800	3,432,200	2,783,200	3,076,200	(356,000)	-10%
TOTAL	$ 6,755,000	$ 9,560,300	$ 7,363,400	$ 8,952,100	$ (608,200)	-6%

Regional Conservation

- Maintain commitment to protecting sensitive habitat and ensuring open space is a key component in enhancing the quality of life for local residents.
- Enhance communications to stakeholders, members of the public, and elected officials to be transparent about the RCA's conservation efforts, funding, and collaboration opportunities.
- Build upon relationships with local, state, and federal agencies to manage lands purchased or controlled by the RCA.

Table 14 – Regional Conservation

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 2,525,400	$ 3,776,800	$ 3,776,400	$ 3,749,100	$ (27,700)	-1%
Professional	134,100	3,484,000	2,692,700	3,988,600	504,600	14%
Support	7,400	426,300	355,200	525,800	99,500	23%
Projects and Operations	489,800	2,072,400	1,801,300	1,821,400	(251,000)	-12%
Transfers Out	817,500	1,869,400	1,869,400	949,700	(919,700)	-49%
TOTAL	$ 3,974,200	$ 11,628,900	$ 10,495,000	$ 11,034,600	$ (594,300)	-5%

Capital Project Development and Delivery

- Continue project work on the 91 COP, I-15 Express Lanes–Southern Extension, 15/91 Express Lanes Connector, MCP projects, 71/91 Connector, SR-79 realignment, and Smart Freeway projects included in the Western County Delivery Plan as well as projects on behalf of other agencies, including the I-15/Railroad Canyon Interchange, I-10/Highland Springs Road Interchange, and Santa Ana River Trail.
- Continue design and operations planning of the 15/91 Express Lanes Connector, 91 Express Lanes eastbound lane to McKinley Avenue, and design and development led by other agencies related to the 241/91 Express Lanes Connector and I-15 Express Lanes–Northern Extension.
- Provide 2009 Measure A funding to the incorporated cities and the County for local streets and roads maintenance, repair, and construction and to the Coachella Valley Association of Governments (CVAG) for highways and regional arterials.
- Provide TUMF regional arterial funding and support to local jurisdictions for regional arterial project engineering, right of way acquisition, and construction.
- Maintain a right of way acquisition and management program in support of capital projects and in the most cost-effective manner within project schedules, while adhering to federal and state regulations.

- Maintain and manage the access, use, safety, and security of Commission-owned properties including commuter rail stations, properties in acquisition process, and income-generating properties.
- Develop strategies to implement alternative financing structures including public express lanes.

Table 15 – Capital Project Development and Delivery

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 2,765,700	$ 3,278,300	$ 3,097,200	$ 3,886,900	$ 608,600	19%
Professional	2,246,700	3,192,100	3,078,600	6,486,000	3,293,900	103%
Support	280,900	1,583,100	266,200	2,517,500	934,400	59%
Projects and Operations	359,027,000	489,690,500	402,259,700	505,581,600	15,891,100	3%
Capital Outlay	3,739,300	5,150,000	5,150,000	4,187,200	(962,800)	-19%
Debt Service	69,594,300	69,555,300	69,555,400	69,215,200	(340,100)	0%
Transfers Out	116,447,200	117,918,400	112,467,600	110,413,300	(7,505,100)	-6%
TOTAL	$ 554,101,100	$ 690,367,700	$ 595,874,700	$ 702,287,700	$ 11,920,000	2%

Toll Operations

- Manage the operations of the RCTC 91 Express Lanes and 15 Express Lanes adhering to the Commission's Express Lanes toll policies.
- Manage toll operations using investment grade traffic and revenue studies and cost estimate assumptions specific to each express lane facility.
- Provide timely and effective reporting of toll operation metrics including revenue, transactions, carpool usage, and performance indicators.
- Support the design-build activities related to the 15/91 Express Lanes Connector and 91 Express Lanes eastbound lane to McKinley Avenue; and the design and development led by other agencies related to the 241/91 Express Lanes Connector and I-15 Express Lanes–Northern Extension.
- Participate in the California Toll Operators Committee (CTOC) to advance regional and statewide tolling initiatives, technology, interoperability, and coordination among California toll agencies.

Table 16 – Toll Operations

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Personnel	$ 1,357,200	$ 2,244,000	$ 2,243,800	$ 1,834,300	$ (409,700)	-18%
Professional	2,251,900	3,811,000	1,410,200	3,469,000	(342,000)	-9%
Support and Maintenance	5,309,400	9,895,400	7,077,500	10,627,400	732,000	7%
Projects and Operations	19,978,700	43,737,000	41,155,700	30,327,100	(13,409,900)	-31%
Capital Outlay	11,000	125,000	8,400	85,000	(40,000)	-32%
Debt Service	28,173,200	22,201,000	22,201,000	22,201,000	-	0%
Transfers Out	6,000,800	76,540,000	53,244,000	39,479,000	(37,061,000)	-48%
TOTAL	$ 63,082,200	$ 158,553,400	$ 127,340,600	$ 108,022,800	$ (50,530,600)	-32%

Fund Balances

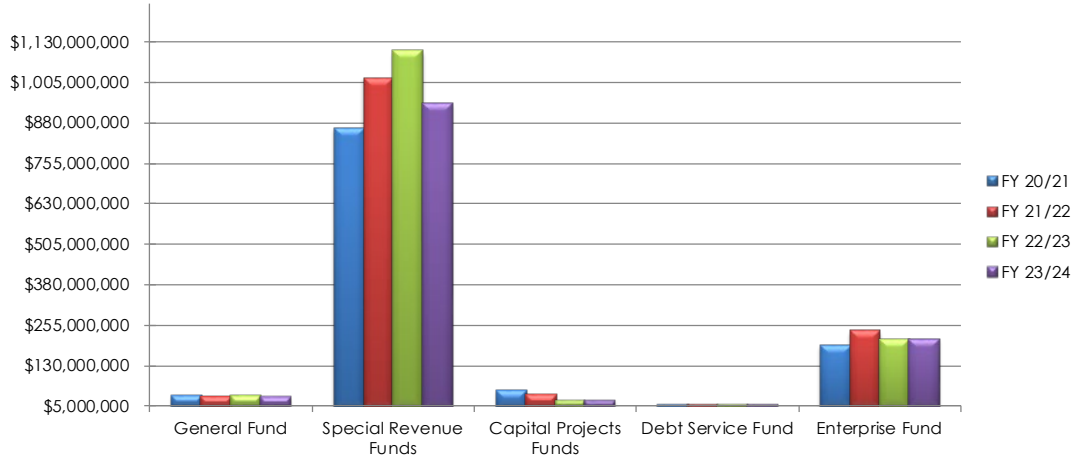
The projected total fund balance as of June 30, 2023, is $1,382,220,300. The Commission expects the FY 2023/24 budgeted activities to result in a $165,444,900 decrease of total fund balance at June 30, 2024 to $1,216,775,400. The primary cause of the decrease is project activities in FY 2023/24 related to the 15/91 Express Lanes Connector, 15 COP, MCP projects close-out activity on the 91 Project, 91 Express Lanes repair and rehabilitation, Smart Freeways, SR-79 realignment, rail station rehabilitation and maintenance, Western County Measure A and TUMF regional arterial projects, and public transit allocations. Table 17 presents the components of the projected fund balance by program at June 30, 2024.

Table 17 – Projected Fund Balances by Fund Type and Program at June 30, 2024

	Measure A Sales Tax				
	Western County	Coachella Valley	Palo Verde	Other	Total
Restricted:					
Bond Financing	$ 40,071,500	$ -	$ -	$ -	$ 40,071,500
Commuter Assistance	24,111,300	-	-	-	24,111,300
Debt Service	-	-	-	11,406,100	11,406,100
Economic Development	11,788,400	-	-	-	11,788,400
Highways	125,539,900	74,706,800	-	22,792,400	223,039,100
New Corridors	72,074,900	-	-	-	72,074,900
Planning and Programming	-	-	-	1,504,900	1,504,900
Public and Specialized Transit	19,800,300	506,200	-	417,253,200	437,559,700
Rail	49,879,100	-	-	25,867,300	75,746,400
CETAP	-	-	-	66,894,400	66,894,400
Regional Arterials	7,436,200	-	-	15,629,500	23,065,700
Motorist Assistance	-	-	-	11,455,900	11,455,900
Toll Operations	-	-	-	211,068,700	211,068,700
Assigned:					
Management Services	-	-	-	6,988,400	6,988,400
TOTAL Fund Balance	$ 350,701,600	$ 75,213,000	$ -	$ 790,860,800	$ 1,216,775,400

Chart 8 illustrates the actual and projected trends in fund balances for each governmental and enterprise fund type from FY 2020/21 through FY 2023/24.

Chart 8 – Projected Fund Balance Trends by Fund Type FY 2021 – 2024



Budget Summary

The overall budget for FY 2023/24 is presented in Table 18 by summarized line items, Table 19 by operating and capital classifications, and Table 20 by fund type. Highway, regional arterial, rail, and regional conservation program projects expenditures are summarized in Table 21.

Table 18 – Budget Comparative by Summarized Line Item FY 2022—2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	$ 280,170,600	$ 275,000,000	$ 275,000,000	$ 280,000,000	$ 5,000,000	2%
LTF Sales Tax	150,694,000	150,000,000	150,000,000	155,000,000	5,000,000	3%
STA Sales Tax	29,988,300	30,964,600	39,055,000	38,363,900	7,399,300	24%
Federal Reimbursements	45,608,400	82,205,900	49,581,100	89,308,100	7,102,200	9%
State Reimbursements	156,813,300	148,621,900	167,689,800	82,343,100	(66,278,800)	-45%
Local Reimbursements	11,443,300	15,873,500	17,874,200	30,075,000	14,201,500	89%
TUMF Revenue	35,509,000	31,000,000	30,750,000	31,000,000	-	0%
Tolls, Penalties, and Fees	100,992,600	97,771,800	98,794,100	97,989,000	217,200	0%
Other Revenue	3,926,900	707,000	719,100	723,500	16,500	2%
Investment Income (Loss)	(17,686,500)	1,168,400	5,103,000	13,242,700	12,074,300	1033%
TOTAL Revenues	797,459,900	833,313,100	834,566,300	818,045,300	(15,267,800)	-2%
Expenditures/Expenses						
Personnel Salaries and Benefits	13,014,300	17,367,100	16,036,400	17,563,900	196,800	1%
Professional and Support						
Professional Services	9,697,800	18,659,800	13,119,700	23,618,500	4,958,700	27%
Support Costs	9,544,200	18,296,200	13,411,800	21,648,300	3,352,100	18%
TOTAL Professional and Support Costs	19,242,000	36,956,000	26,531,500	45,266,800	8,310,800	22%
Projects and Operations						
Program Operations	32,467,700	40,768,600	36,179,400	49,582,800	8,814,200	22%
Engineering	10,967,600	30,339,200	18,197,200	33,235,000	2,895,800	10%
Construction	142,507,200	233,601,300	199,423,400	273,036,400	39,435,100	17%
Design Build	74,817,600	74,712,300	62,235,800	37,921,000	(36,791,300)	-49%
Right of Way/Land	23,332,900	56,897,300	29,708,400	45,923,500	(10,973,800)	-19%
Operating and Capital Disbursements	95,379,500	210,451,900	192,212,400	252,272,300	41,820,400	20%
Special Studies	1,075,100	1,874,200	1,366,600	14,890,000	13,015,800	694%
Local Streets and Roads	84,801,100	83,029,900	83,029,900	84,545,100	1,515,200	2%
Regional Arterials	21,027,000	31,779,000	30,000,000	30,000,000	(1,779,000)	-6%
TOTAL Projects and Operations	486,375,700	763,453,700	652,353,100	821,406,100	57,952,400	8%
Debt Service						
Principal Payments	30,573,200	31,405,000	31,405,000	32,635,000	1,230,000	4%
Interest Payments	64,039,700	60,351,300	60,351,400	58,781,200	(1,570,100)	-3%
Cost of Issuance	3,783,500	-	-	-	-	N/A
TOTAL Debt Service	98,396,400	91,756,300	91,756,400	91,416,200	(340,100)	0%
Capital Outlay	6,248,900	8,862,900	6,680,300	7,837,200	(1,025,700)	-12%
TOTAL Expenditures/Expenses	623,277,300	918,396,000	793,357,700	983,490,200	65,094,200	7%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	174,182,600	(85,082,900)	41,208,600	(165,444,900)	(80,362,000)	94%
Other Financing Sources (Uses)						
Transfers In	158,254,900	247,462,200	216,171,100	211,674,800	(35,787,400)	-14%
Transfers Out	(145,116,000)	(247,462,200)	(216,171,100)	(211,674,800)	35,787,400	-14%
Debt Proceeds, Premium Gain (Loss)	(6,733,700)		-		-	N/A
Net Financing Sources (Uses)	6,405,200	-	-	-	-	N/A
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	180,587,800	(85,082,900)	41,208,600	(165,444,900)	(80,362,000)	94%
Beginning Fund Balance	1,160,423,900	1,341,011,700	1,341,011,700	1,382,220,300	41,208,600	3%
ENDING FUND BALANCE	$ 1,341,011,700	$ 1,255,928,800	$ 1,382,220,300	$ 1,216,775,400	$ (39,153,400)	-3%

Table 19 – Operating and Capital Budget FY 2023/24

	FY 23/24 Operating Budget	FY 23/24 Capital Budget	FY 23/24 TOTAL Budget
Revenues			
Measure A Sales Tax	$ 38,641,000	$ 241,359,000	$ 280,000,000
LTF Sales Tax	155,000,000	-	155,000,000
STA Sales Tax	38,363,900	-	38,363,900
Federal Reimbursements	19,828,900	69,479,200	89,308,100
State Reimbursements	23,146,000	59,197,100	82,343,100
Local Reimbursements	13,554,800	16,520,200	30,075,000
TUMF Revenue	-	31,000,000	31,000,000
Tolls, Penalties, and Fees	-	97,989,000	97,989,000
Other Revenue	-	723,500	723,500
Investment Income	5,961,200	7,281,500	13,242,700
TOTAL Revenues	294,495,800	523,549,500	818,045,300
Expenditures/Expenses			
Personnel Salaries and Benefits	11,572,700	5,991,200	17,563,900
Professional and Support			
Professional Services	13,644,500	9,974,000	23,618,500
Support Costs	8,401,400	13,246,900	21,648,300
TOTAL Professional and Support Costs	22,045,900	23,220,900	45,266,800
Projects and Operations			
Program Operations	15,269,400	34,313,400	49,582,800
Engineering	-	33,235,000	33,235,000
Construction	-	273,036,400	273,036,400
Design Build	-	37,921,000	37,921,000
Right of Way and Land	6,140,000	39,783,500	45,923,500
Operating and Capital Disbursements	247,272,300	5,000,000	252,272,300
Special Studies	14,890,000	-	14,890,000
Local Streets and Roads	-	84,545,100	84,545,100
Regional Arterials	-	30,000,000	30,000,000
TOTAL Projects and Operations	283,571,700	537,834,400	821,406,100
Debt Service			
Principal Payments	-	32,635,000	32,635,000
Interest Payments	-	58,781,200	58,781,200
TOTAL Debt Service	-	91,416,200	91,416,200
Capital Outlay	3,565,000	4,272,200	7,837,200
TOTAL Expenditures/Expenses	320,755,300	662,734,900	983,490,200
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(26,259,500)	(139,185,400)	(165,444,900)
Other Financing Sources (Uses)			
Transfers In	54,793,700	156,881,100	211,674,800
Transfers Out	(61,782,500)	(149,892,300)	(211,674,800)
Net Financing Sources (Uses)	(6,988,800)	6,988,800	-
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(33,248,300)	(132,196,600)	(165,444,900)
Beginning Fund Balance	569,180,100	813,040,200	1,382,220,300
ENDING FUND BALANCE	$ 535,931,800	$ 680,843,600	$ 1,216,775,400

Table 20 – Budget by Fund Type FY 2023/24

	General Fund	Special Revenue	Capital Projects	Debt Service	Enterprise	FY 23/24 TOTAL Budget
Revenues						
Measure A Sales Tax	$ -	$ 280,000,000	$ -	$ -	$ -	$ 280,000,000
LTF Sales Tax	-	155,000,000	-	-	-	155,000,000
STA Sales Tax	-	38,363,900	-	-	-	38,363,900
Federal Reimbursements	19,221,100	67,274,900	-	2,812,100	-	89,308,100
State Reimbursements	13,541,900	68,801,200	-	-	-	82,343,100
Local Reimbursements	2,000	21,998,600	-	-	8,074,400	30,075,000
TUMF Revenue	-	31,000,000	-	-	-	31,000,000
Tolls, Penalties, and Fees	-	-	-	-	97,989,000	97,989,000
Other Revenue	-	623,500	-	-	100,000	723,500
Investment Income	353,500	10,220,500	248,100	124,100	2,296,500	13,242,700
TOTAL Revenues	33,118,500	673,282,600	248,100	2,936,200	108,459,900	818,045,300
Expenditures/Expenses						
Personnel Salaries and Benefits	6,912,700	8,816,900	-	-	1,834,300	17,563,900
Professional and Support						
Professional Services	5,549,100	14,600,400	-	-	3,469,000	23,618,500
Support Costs	4,679,100	6,341,800	-	-	10,627,400	21,648,300
TOTAL Professional and Support Costs	10,228,200	20,942,200	-	-	14,096,400	45,266,800
Projects and Operations						
Program Operations	-	24,661,000	-	-	24,921,800	49,582,800
Engineering	-	33,235,000	-	-	-	33,235,000
Construction	-	269,014,100	-	-	4,022,300	273,036,400
Design Build	-	36,538,000	-	-	1,383,000	37,921,000
Right of Way/Land	-	45,923,500	-	-	-	45,923,500
Operating and Capital Disbursements	47,425,000	204,847,300	-	-	-	252,272,300
Special Studies	14,890,000	-	-	-	-	14,890,000
Local Streets and Roads	-	84,545,100	-	-	-	84,545,100
Regional Arterials	-	30,000,000	-	-	-	30,000,000
TOTAL Projects and Operations	62,315,000	728,764,000	-	-	30,327,100	821,406,100
Debt Service						
Principal Payments	-	-	-	32,635,000	-	32,635,000
Interest Payments	-	-	-	36,580,200	22,201,000	58,781,200
TOTAL Debt Service	-	-	-	69,215,200	22,201,000	91,416,200
Capital Outlay	3,410,000	4,342,200	-	-	85,000	7,837,200
TOTAL Expenditures/Expenses	82,865,900	762,865,300	-	69,215,200	68,543,800	983,490,200
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(49,747,400)	(89,582,700)	248,100	(66,279,000)	39,916,100	(165,444,900)
Other Financing Sources (Uses)						
Transfers In	50,976,300	91,173,300	-	69,215,200	310,000	211,674,800
Transfers Out	(5,877,700)	(163,506,000)	-	(2,812,100)	(39,479,000)	(211,674,800)
Net Financing Sources (Uses)	45,098,600	(72,332,700)	-	66,403,100	(39,169,000)	-
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(4,648,800)	(161,915,400)	248,100	124,100	747,100	(165,444,900)
Beginning Fund Balance	36,780,100	1,101,292,400	22,544,200	11,282,000	210,321,600	1,382,220,300
ENDING FUND BALANCE	$ 32,131,300	$ 939,377,000	$ 22,792,300	$ 11,406,100	$ 211,068,700	$ 1,216,775,400

Table 21 – Highway, Regional Arterial, Rail, and Regional Conservation Program Projects FY 2023/24

Description		
HIGHWAY ENGINEERING		
15 COP	$	2,746,000
71/91 Connector		300,000
91 eastbound COP		2,000,000
I-15 Express Lanes—Ingress/Egress		1,000,000
I-15 Express Lanes—Southern Extension		8,178,000
MCP		50,000
MCP construction package		5,000,000
MCP I-215/Placentia Avenue Interchange		5,000
Riverside County-Santa Ana River Trail Extension *(details presented in Section 3.2 Planning and Programming)*		1,581,000
Smart Freeways		1,700,000
SR-60 Truck Lanes Habitat Mitigation		500,000
SR-74 corridor — Ethanac Road		565,000
SR-79 realignment		440,000
SUBTOTAL HIGHWAY ENGINEERING		24,065,000
REGIONAL ARTERIAL ENGINEERING		
I-10/Highland Springs Avenue Interchange		1,000,000
I-15/Railroad Canyon Interchange		30,000
Various Western County Measure A regional arterial (MARA) and TUMF regional arterial projects		3,910,000
SUBTOTAL REGIONAL ARTERIAL ENGINEERING		4,940,000
RAIL ENGINEERING		
Moreno Valley—March Field Station upgrade		200,000
Perris Valley Line Double Track		2,250,000
Perris Valley Line Layover Facility		1,030,000
Riverside Downtown Station grade crossing		500,000
Riverside Downtown Station track and platform		250,000
SUBTOTAL RAIL ENGINEERING		4,230,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL ENGINEERING	**$**	**33,235,000**
HIGHWAY CONSTRUCTION		
15 Express Lanes *(details presented in Section 3.4 Toll Operations)*	$	100,000
15/91 Express Lanes Connector		3,114,000
71/91 Connector		64,000,000
91 Express Lanes *(details presented in Section 3.4 Toll Operations)*		3,922,300
91 Project		1,445,000
Hamner Bridge widening		15,000,000
I-15 Express Lanes Project		497,000
MCP I-215/Placentia Avenue Interchange		550,500
Riverside County—Santa Ana River Trail *(details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)*		35,000
Smart Freeways		12,240,000
SR-60 Truck Lanes		520,000
General *(details presented in Section 3.3 Capital Projects)*		1,900,200
SUBTOTAL HIGHWAY CONSTRUCTION		104,566,400
REGIONAL ARTERIAL CONSTRUCTION		
I-15/Railroad Canyon Interchange		231,000
Various Western County MARA and TUMF regional arterial projects		150,864,000
SUBTOTAL REGIONAL ARTERIAL CONSTRUCTION		151,095,000
RAIL CONSTRUCTION		
Moreno Valley—March Field station upgrade		17,250,000
Perris Valley Line Station Layover Facility		125,000
SUBTOTAL RAIL CONSTRUCTION		17,375,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL CONSTRUCTION	**$**	**273,036,400**

Table 21 - Highway, Regional Arterial, Rail, and Regional Conservation Program Projects FY 2023/24, continued

Description		
HIGHWAY DESIGN BUILD		
15/91 Express Lanes Connector	$	33,073,000
91 Express Lanes *(details presented in Section 3.4 Toll Operations)*		203,000
91 Express Lanes eastbound lane to McKinley Avenue (*details presented in Section 3.4 Toll Operations*)		1,180,000
91 Project		440,000
I-15 Express Lanes Project		542,000
I-15 Express Lanes—Northern Extension		483,000
I-15 Express Lanes—Southern Extension		2,000,000
TOTAL HIGHWAY DESIGN BUILD	**$**	**37,921,000**
HIGHWAY RIGHT OF WAY AND LAND		
15/91 Express Lanes connector	$	55,000
60/215 East Junction high occupancy vehicle (HOV) lane connectors		25,000
71/91 Connector		640,000
91 Project		700,000
I-15 Express Lanes Project		198,000
I-215 corridor improvements (central segment)/Scott Road to Nuevo Road		250,000
Jurupa Avenue grade separation		1,000,000
McKinley Avenue grade separation		2,400,000
MCP		5,150,000
MCP I-215/Placentia Avenue Interchange		20,862,000
Pachappa Underpass		4,000
Riverside County—Santa Ana River Trail Extension *(details presented in Section 3.2 Planning and Programming)*		4,440,000
SR-60 Truck Lanes Habitat Mitigation		25,000
SR-91 HOV lanes/Adams Street to 60/91/215 interchange		30,000
General *(details presented in Section 3.3 Capital Projects)*		150,500
SUBTOTAL HIGHWAY RIGHT OF WAY AND LAND		35,929,500
REGIONAL ARTERIAL RIGHT OF WAY AND LAND		
I-10/Highland Springs Avenue Interchange		10,000
I-15/Railroad Canyon Interchange		10,000
Various Western County MARA and TUMF regional arterial projects		7,814,000
SUBTOTAL REGIONAL ARTERIAL RIGHT OF WAY AND LAND		7,834,000
RAIL RIGHT OF WAY AND LAND		
Moreno Valley—March Field station upgrade		10,000
Perris Valley Line double track		150,000
General		300,000
SUBTOTAL RAIL RIGHT OF WAY AND LAND		460,000
REGIONAL CONSERVATION RIGHT OF WAY AND LAND		
Regional Conservation acquisition consultant costs *(details presented in Section 3.2 Regional Conservation)*		1,700,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION RIGHT OF WAY AND LAND	**$**	**45,923,500**
GRAND TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAMS	**$**	**390,115,900**

Gann Appropriations Limit

In November 1979, the voters of the State approved Proposition 4, commonly known as the Gann Initiative (Gann). The proposition created Article XIIIB of the State Constitution, placing limits on the amount of revenue that can be spent by public agencies from the "proceeds of taxes." In 1980, the State Legislature added Section 7910 to the Government Code, providing that the governing body of each local jurisdiction must establish, by resolution, appropriations limit for the following year. The appropriations limit for any fiscal year is equal to the previous year's limit adjusted for population changes and changes in the California per capita income.

The Commission is subject to the requirements of Article XIIIB. Gann appropriations limits are calculated for and applied to the Commission. In accordance with the requirements of Article XIIIB implementing legislation, the Board approved Resolution No. 23-005 on June 14, 2023, establishing appropriations limits for the Commission at $614,246,608. The FY 2023/24 budget appropriated $367,962,700 in taxes for the Commission, falling well within the limits set by the Gann. Based on historic trends and future projections, it appears the Commission's use of the proceeds of taxes, as defined by Article XIIIB, will continue to fall below the appropriations limit.

The calculation for the FY 2023/24 appropriations limit is as follows:

FY 2022/23 Appropriations Limit	$586,140,603
FY 2023/24 adjustment:	x 1.0479510

- Change in California per capita personal income 1.0444% ((4.44 + 100) / 100 = 1.0444)
- Change in Population, Riverside County 1.0034% ((0.34 + 100) / 100 = 1.0034)

- Calculation of factor for FY 2022/23 1.0444 x 1.0034 = 1.0479510

FY 2023/24 Appropriations Limit	**$614,246,608**

- $586,140,603 x 1.0479510 = $614,246,608

Source: California per capita income – California Department of Finance
Population, Riverside County – California Department of Finance

Financial Overview

Fiscal Accountability Policies

As the steward of local, state, and federal resources, RCTC maintains financial policies that promote fiduciary responsibility and organizational excellence.

Financial Planning	
Balanced Budget	RCTC adopts an annual budget in which operating, and capital expenditures and other financing uses are equal to or less than identified revenues and other financing sources as well as available fund balances.
Administration	Allocations from local and state sources and toll operations fund administrative costs, including salaries and benefits. o Administrative salaries and benefits cannot exceed 1% of Measure A sales tax revenues. o Administrative costs will not exceed 4% of Measure A sales tax revenues (inclusive of the 1% salary limitation).
Retirement Benefits	RCTC contributes 100% of the annual requirement related to its proportionate share of the net pension liability and for postretirement health care benefits.
Capital Projects	Multi-year capital projects are consistent with the strategic plan and budgeted by fiscal year, based on best available estimates.
Reserves	RCTC establishes and maintains reserves in accordance with Measure A and TDA policies as well as existing debt agreements.

Revenues	
Sales Tax	RCTC prepares annual and mid-year revised revenue projections to ensure use of current and relevant data; staff may adjust amounts during the budget process to reflect current economic trends.
Tolls	RCTC-adopted policies establish congestion pricing to optimize throughput on toll facilities while generating revenue to meet all financial commitments related to: o Debt issued to construct or repair any portion of the toll facility, payment of debt service, and satisfaction of other covenants and obligations related to indebtedness of the toll facility, including applicable reserves; o Development, maintenance, repair, rehabilitation, improvement, reconstruction, administration, and operation of the toll facilities, including toll collection and enforcement and applicable reserves; and o Projects within the corridor that generated the revenue.
Funding Sources	RCTC uses local funding sources to maximize federal and state funding of projects.
Sale of Properties	RCTC returns proceeds from the disposition of excess properties to the programs that provided the funding sources for the property acquisition.

Expenditures/Expenses	
Priorities	RCTC reviews established priorities for planning and programming of capital projects annually.
Accountability	RCTC compares actual expenditures/expenses to the budget on at least a quarterly basis and appropriately notes, explains, and justifies significant deviations.
Procurement	RCTC ensures competitive, transparent, objective, and fair procurement selection processes in accordance with policies adopted on February 10, 2021.

Capital and Intangible Assets	On a government-wide basis, RCTC records capital and intangible assets at historical costs, estimated historical costs if purchased or constructed, or estimated fair value at date of donation. RCTC maintains such assets in a state of good repair and safeguards them from misuse and misappropriation. o RCTC does not capitalize infrastructure, which title will be vested with Caltrans or another governmental agency. o RCTC depreciates capital and amortizes intangible assets over the estimated useful life or service concession term.

Debt Management	
Debt Limitation	Outstanding sales tax revenue debt cannot exceed $975 million, in accordance with Measure K approved by a majority of the voters in November 2010; RCTC can issue toll-supported debt for specific highway projects based on amounts authorized by the Commission.
Management	RCTC maintains and updates the Debt Management Policy, as adopted on March 11, 2020, and Interest Rate Swap Policy, as adopted July 12, 2006, for matters related to sales tax revenue and toll-supported indebtedness.
Coverage	RCTC maintains a minimum debt service coverage ratio of 2.0x on all senior sales tax revenue debt and 1.3x on all toll-supported debt.
Issuance	RCTC issues debt for major capital projects including engineering, right of way, construction, and design-build; RCTC will not finance operating requirements except for initial toll operations. Costs of issuance, including the standard underwriter's discount, do not exceed 2% unless specifically authorized.
Maturity	All sales tax revenue debt matures prior to the termination of 2009 Measure A on June 30, 2039; all toll-supported debt matures prior to the expiration of toll facility agreements.

Cash Management	
Management	RCTC invests funds in order of priority (safety, liquidity, and yield) in accordance with the Investment Policy, adopted on December 14, 2022, or debt agreements.
Receipts	Where possible, RCTC encourages receipt of funds by wire or electronic funds transfer to its accounts.
Payments	RCTC remits cash disbursements to local jurisdictions and vendors/consultants in a timely manner.
Operating Balances	RCTC maintains amounts in the bank operating account at the amount necessary to meet monthly expenditures/expenses.

Accounting and Financial Reporting	
Accounting System	RCTC maintains an ERP system that integrates project and toll operations accounting needs and improves accounting efficiency.
Reporting	RCTC issues an annual financial report; separate financial reports for the LTF, STA, Proposition 1B Rehabilitation and Security Project Accounts, SB 1 SGR Program, Low Carbon Transit Operations Program (LCTOP), and toll operations; and the State Controller's Transportation Planning Agency Financial Transactions Report and Government Compensation in California Report.
Audits	An independent accounting firm conducts an annual audit of the Commission's accounting books and records; RCTC obtains audits of Measure A and TDA funding recipients for compliance and other matters in a timely manner.

Functional Management

Unlike many governments that provide direct services to the public, the Commission's overall responsibility is to manage transportation planning and funding for the County. As a result, its budget in terms of dollars, is comprised primarily of capital-related programs and projects; the operating component of the budget is related to toll operations, multimodal programs (transit planning, rail operations, and commuter and motorist assistance services), and regional conservation. Management services, consisting of executive management, administration, external affairs, and finance, provide support to both capital and operating programs and projects. Chart 9 depicts the organization of the Commission's oversight and management functions.

Chart 9 – Functional Organization Chart FY 2023/24

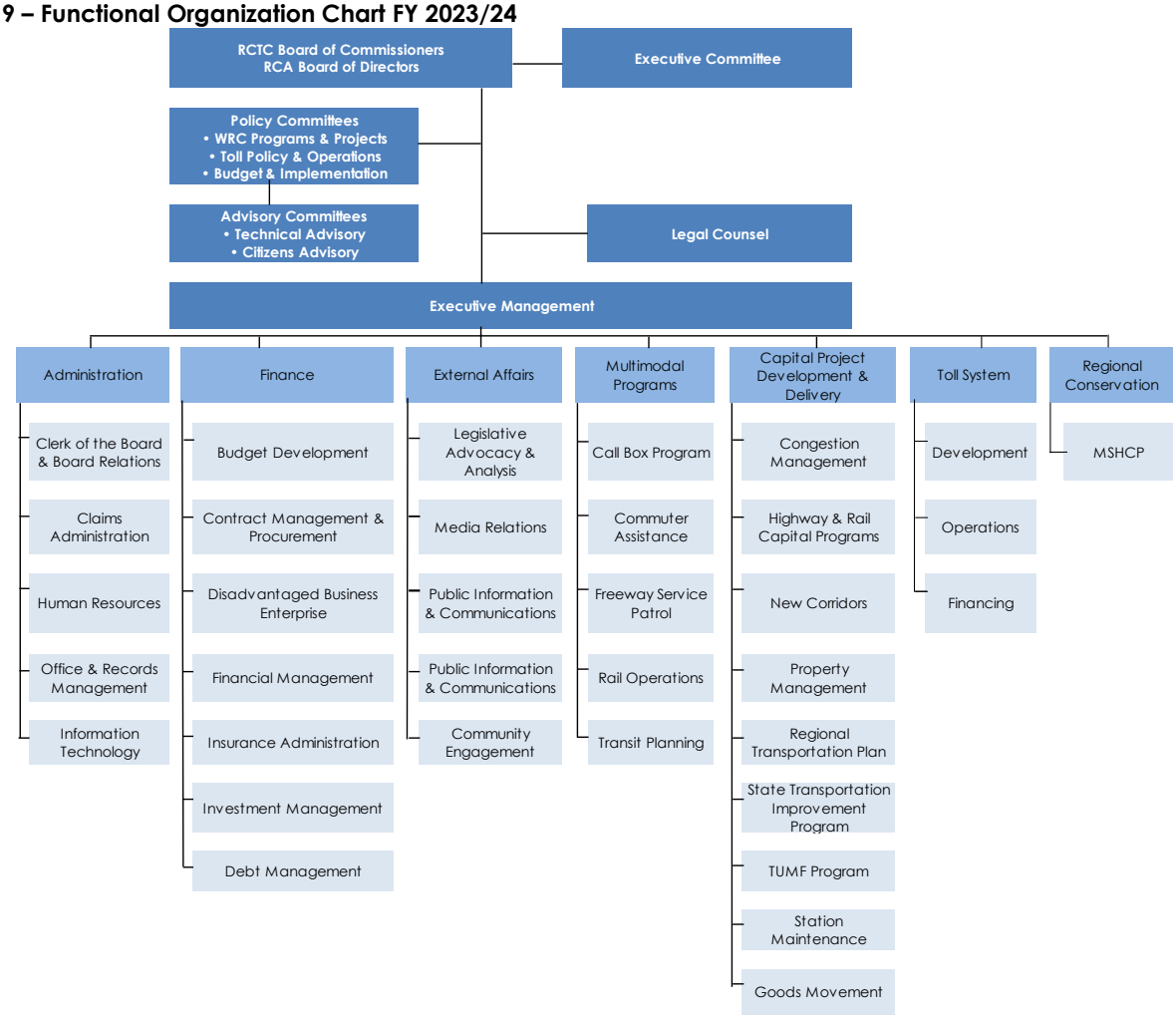


Chart 10 illustrates the relationship between the Commission's functional management or departments and the Commission's fund structure.

Chart 10 – Relationship of Functional Management and Fund Structure

Functional Management/Department	General Fund	Special Revenue Fund	Capital Projects Fund	Debt Service Fund	Enterprise Fund
Management Services					
Executive Management	X				
Administration	X				
External Affairs	X				
Finance	X	X		X	
Regional Programs					
Planning and Programming Services	X	X			
Rail Maintenance and Operations	X	X			
Public and Specialized Transit	X	X			
Commuter Assistance		X			
Motorist Assistance		X			
Regional Conservation		X			
Capital Projects Development and Delivery		X	X	X	
Toll Operations					X

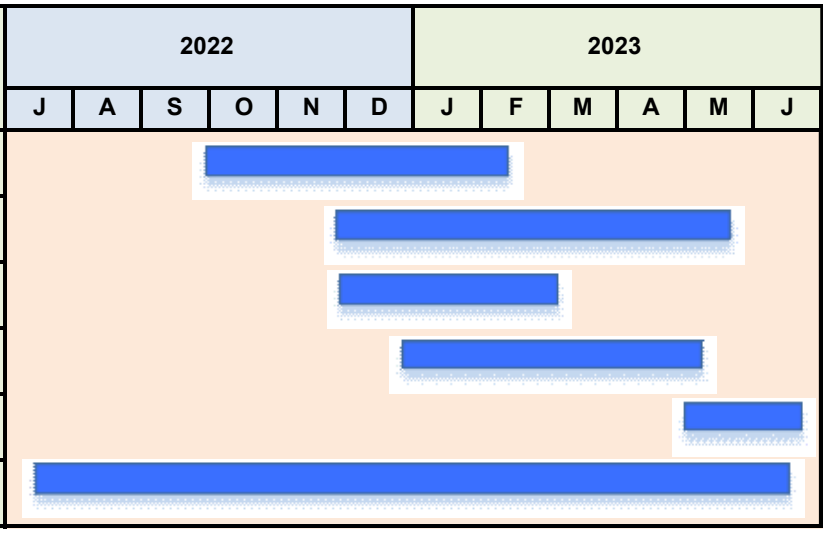
Budget Process

The budget is the primary performance tool used to measure and control accountability of public agencies for taxpayer dollars. The budget communicates to all stakeholders (i.e., elected officials, regional agencies, and citizens) how the investment they made will be used by providing detailed information on the specifics of resource allocation and uses. The Commission monitors progress monthly, and it makes revisions and updates as necessary to reflect changing dynamics and accommodate unplanned requests. This results in a budget document that is useful and meaningful as a benchmark against which to evaluate government accomplishments and/or challenges and to assess compliance with fiscal accountability.

The budget process consists of six primary tasks conducted in phases throughout the fiscal year. Chart 11 illustrates the budget process for the development of the FY 2023/24 budget and monitoring of the FY 2022/23 budget. Each task is summarized below.

Chart 11 – Budget Process

ID	Task Name	Duration
1	Short Term Strategic Direction Phase	140 days
2	Resource Identification and Allocation Phase	200 days
3	Needs Assessment Phase	120 days
4	Development and Review Phase	150 days
5	Adoption and Implementation Phase	60 days
6	Budget Roles and Responsibilities	366 days



Short-Term Strategic Direction Phase

The first phase of the budget process is to determine the direction of the Commission in the short-term and to integrate this with the Commission's long-term goals and objectives, including the Western County Delivery Plan as updated and discussed in the Capital Project Development and Delivery department section. Annually, a workshop is held for the Board to evaluate and determine where the Commission plans to be and what it desires to accomplish over the next five to 10 years. The Commission held a workshop recently in February 2023. Priorities identified by Commissioners include but not limited to the following: Need to update the Traffic Relief Plan and identify a method towards funding recognized projects and initiatives; prioritize traffic/congestion/bottlenecks/projects/goods movement related projects; match growth with capacity and utilize it more effectively; form strategic partnerships with key stakeholders; develop job creation and retention ideas; and educate the public on existing transportation options.

Annual reviews allow for timely responsiveness to any significant political, legislative, or economic developments that may occur locally, statewide, or nationally. Staff then adjusts its course based on the long-term strategic direction of the policy makers.

Staff convenes beginning in early January to both assess actual results, compared to the current year budget, and map changes in strategy for the ensuing fiscal year. Additionally, staff reviews and, if necessary, updates Commission goals and departmental mission statements. Those goals, upon review by the Board, become the Commission's short-term strategic direction.

Resource Identification and Allocation Phase

Simultaneous with the short-term strategic direction phase, staff focuses on available funding sources and estimated carryover amounts from the current year. The Commission analyzes its fund balances, the excess of fund assets over fund liabilities, for available appropriation in the following fiscal year. Resource identification occurs throughout the year, but it is finalized in the upcoming fiscal year budget. In connection with the long-term strategic planning process, the Commission determines borrowing needs, but it adjusts such amounts in the annual budget to reflect current information.

Needs Assessment Phase

Staff and consultants evaluate projects and studies for consideration in the next year. Project priority and sequencing set in the long-term strategic plan are the top candidates for budget submission. However, priorities may have changed due to economic necessities or political realities, resulting in rescheduling projects by acceleration or postponement. The Commission may add new projects or delete existing priorities.

Development and Review Phase

Using all the data and information gathered from the previously mentioned stages, department managers submit their desired budgets to the Finance Department. Finance staff compiles the information, along with staff and overhead allocations, into a preliminary or draft budget. After review by the Executive Director and inclusion of the desired changes, staff presents the draft budget to the Board for input.

Adoption and Implementation Phase

Staff submits the proposed budget to the Commission no later than its June meeting, and the Commission conducts a public hearing to allow for public comment on the proposed budget. The Commission may choose, after the public hearing, to adopt the budget or to request additional information and/or changes to the budget. The budget, including the salary schedule, must be adopted no later than June 15 of each year. Upon adoption by the Commission, staff enters the budget into the ERP system effective July 1 for the next fiscal year.

Budget Roles and Responsibilities

Involvement in the budget permeates all staffing levels at the Commission, as presented in the staff organization chart in Appendix B, from clerical support staff to policy makers. Each program manager develops a detailed line-item budget that consists of the operating and/or capital components and submits those budgets, by program, to the department director for review and concurrence. While all departments have operating components, Rail station operations and maintenance and Toll Operations represent the Commission's primary operation functions that consider long-range planning. Details on these operations are included in the Rail and Toll Operations department sections, respectively. The department managers submit their budgets to the Chief Financial Officer by mid-March, and the Finance Department compiles the department budgets. Both the capital and operating budgets are combined into the draft budget for the entire Commission. The Chief Financial Officer and Executive Director review the entire budget for overall consistency with both the short- and long-term strategic direction of the Commission, appropriateness of funding sources for the identified projects and programs, and reasonableness of the operating and capital budget expenditures/expenses.

Expenditure/expense activities of the funds are controlled at the budgetary unit, which is the financial responsibility level (General, Measure A, Motorist Assistance, LTF, STA, TUMF, Other Agency Projects, Capital Projects, Debt Service Funds, and Enterprise Fund) for each function (i.e., administration, operations, programs, intergovernmental distributions, debt service, capital outlay, and other financing uses). These functions provide the legal level of budgetary control (i.e., the level at which expenditures/expenses cannot legally exceed the appropriated amount).

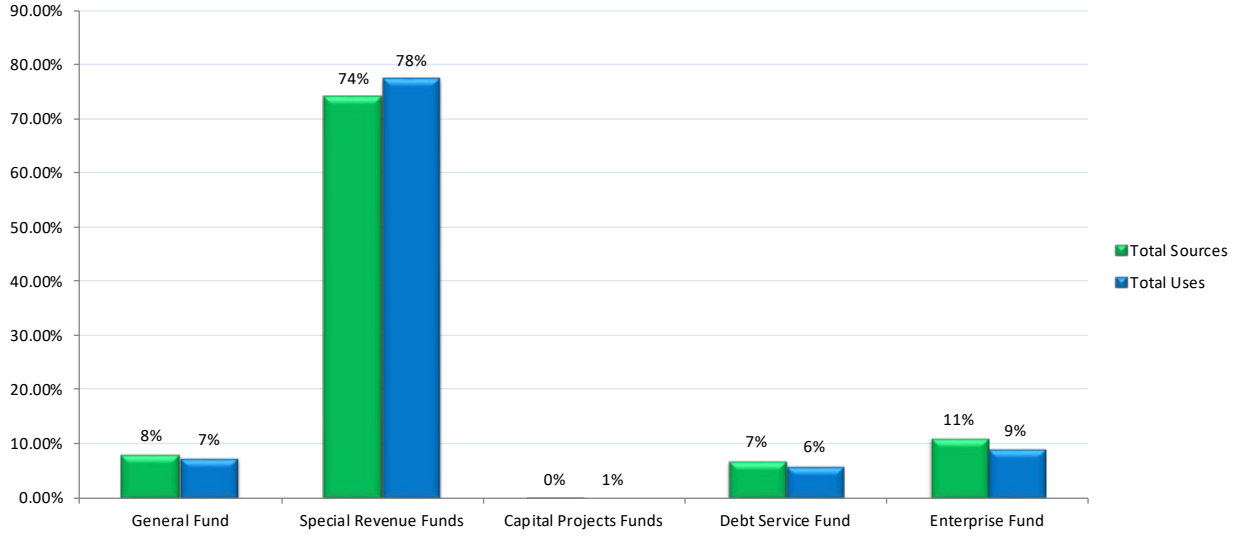
Budget-to-actual reports are available to program managers and directors on a real-time basis through the ERP system for informational and management purposes, including identification and evaluation of any significant budget variations. During the fiscal year, management has the discretion to transfer budgeted amounts within the fiscal responsibility unit according to function or may provide support for supplemental budget appropriations requests including reallocating budget authority between/across all Commission fund types if the overall authorized Commission approved budget authority is not increased. Supplemental budget appropriation requests that increase approved budget authority amount, require the authorization of the Commission. The Commission may act at any monthly meeting to amend the budget. In some years, the Finance Department may compile miscellaneous requests and submit a budget appropriations adjustment at mid-year to the Commission for approval. Those budget amendments approved by the Commission are incorporated into the budget, as they occur, and are reflected in the annual financial report in the final budget amounts reported in the budgetary schedules.

Fund Budgets

Budgetary Basis

The Commission accounts for its budgeted funds using the modified and current financial resources measurement focus for governmental funds and the accrual basis of accounting and the economic resources measurement focus for enterprise funds. The basis of accounting is the same as the basis of budgeting. The Commission recognizes governmental fund revenues when measurable and available to meet current year obligations. Such revenues are available when guaranteed as to receipt, based on expenditure of funds (i.e., government matching funds), or certain to be received within 180 days of the end of the fiscal year. The Commission generally records governmental fund expenditures when it incurs a liability; however, debt service expenditures are recorded when the payment is due. Enterprise fund revenues are recognized when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Chart 12 illustrates total sources and uses by fund type for the FY 2023/24 budget.

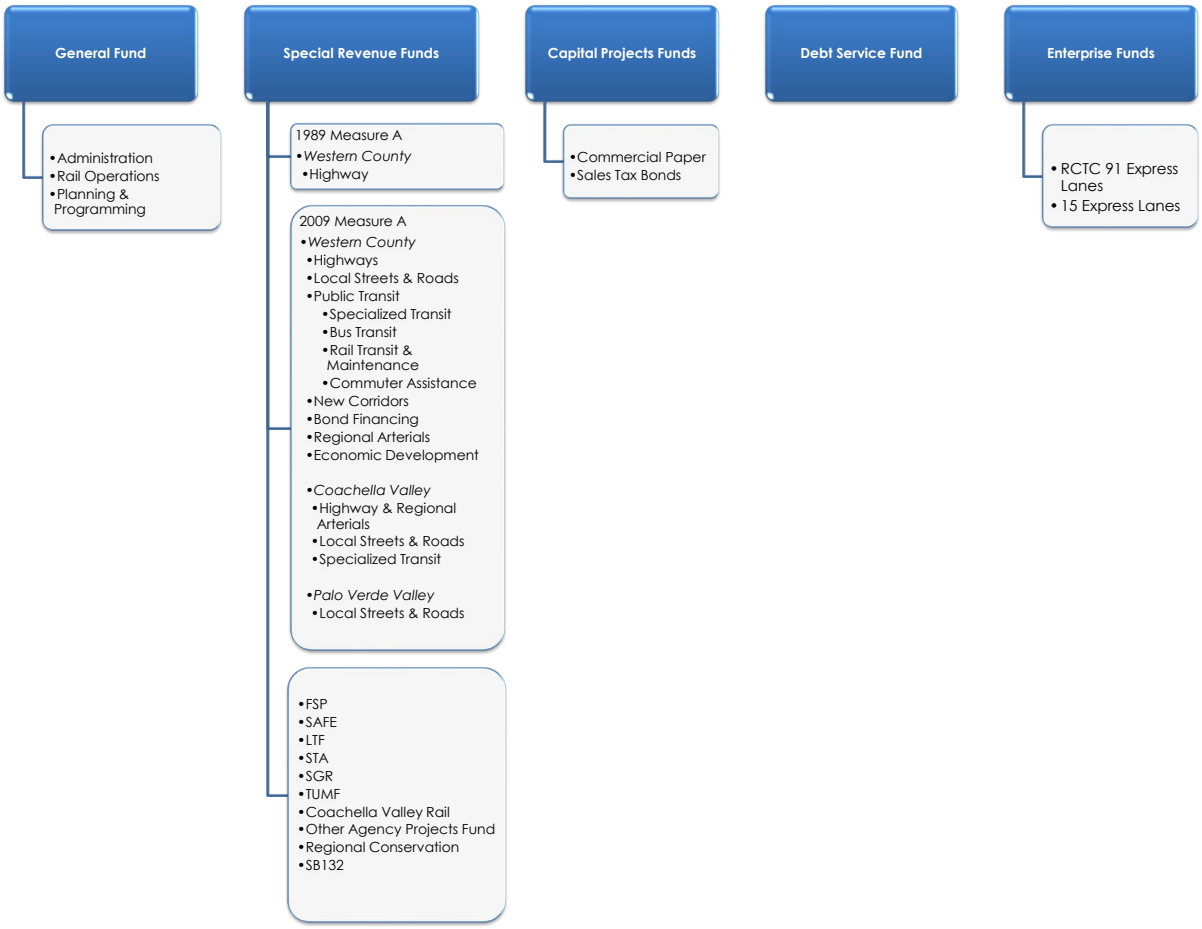
Chart 12 – Total Sources and Uses by Fund Type FY 2023/24



Fund Structure

The Commission accounts for its sources and uses in 33 funds (Chart 13) categorized into five fund types: General fund, special revenue funds, capital projects funds, debt service fund, and enterprise fund. All of the Commission's funds are budgeted. There are three funds reported in the General fund and 25 in the special revenue funds. Two capital projects funds are used to account for capital project expenditures financed with short- or long-term debt proceeds. The Commission has one debt service fund to account for debt-related activity. In addition, the Commission has two enterprise funds to account for the RCTC 91 Express Lanes and 15 Express Lanes operations.

Chart 13 – Budgeted Funds Structure FY 2023/24



General Fund

Overview

The Commission's General fund accounts for all activities not legally required or designated by Board action to be accounted for separately. For many public agencies, the General fund is the largest fund; however, it is less significant for the Commission. The Commission's largest revenue source is Measure A, a locally levied sales tax that legally must be accounted for separately in special revenue funds. In addition to Commission administration and general operations, other General fund activities include commuter rail operations as well as planning and programming. Table 22 presents the FY 2023/24 budget for the General fund, followed by a discussion of significant components of the budget.

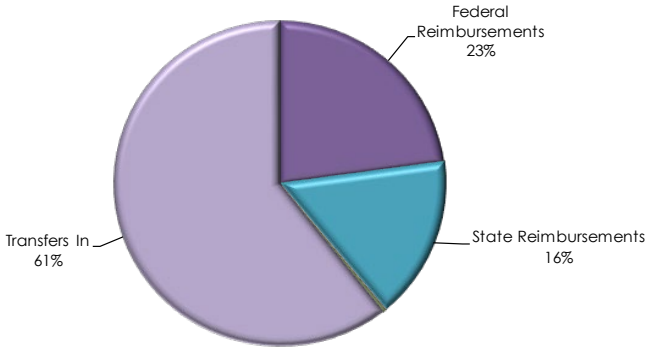
Table 22 – General Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Federal Reimbursements	$ 5,082,200	$ 19,442,400	$ 14,384,000	$ 19,221,100	$ (221,300)	-1%
State Reimbursements	2,326,900	3,167,200	737,400	13,541,900	10,374,700	328%
Local Reimbursements	(200,000)	1,000	313,000	2,000	1,000	100%
Other Revenue	701,800	-	-	-	-	N/A
Investment Income (Loss)	(488,400)	36,400	11,500	353,500	317,100	871%
TOTAL Revenues	7,422,500	22,647,000	15,445,900	33,118,500	10,471,500	46%
Expenditures						
Personnel Salaries and Benefits	5,624,400	6,863,400	5,790,800	6,912,700	49,300	1%
Professional and Support						
Professional Services	3,305,400	6,179,700	4,401,500	5,549,100	(630,600)	-10%
Support Costs	1,471,800	3,496,200	2,922,100	4,679,100	1,182,900	34%
TOTAL Professional and Support Costs	4,777,200	9,675,900	7,323,600	10,228,200	552,300	6%
Projects and Operations						
Program Operations	6,200	-	9,300	-	-	N/A
Construction	-	311,000	311,000	-	(311,000)	-100%
Operating and Capital Disbursements	8,537,400	44,850,000	41,328,000	47,425,000	2,575,000	6%
Special Studies	1,075,100	1,774,200	1,288,400	14,890,000	13,115,800	739%
TOTAL Projects and Operations	9,618,700	46,935,200	42,936,700	62,315,000	15,379,800	33%
Debt Service						
Principal Payments	556,000	-	-	-	-	N/A
Interest Payments	50,000	-	-	-	-	N/A
TOTAL Debt Service	606,000	-	-	-	-	N/A
Capital Outlay	2,332,000	3,343,900	1,413,900	3,410,000	66,100	2%
TOTAL Expenditures	22,958,300	66,818,400	57,465,000	82,865,900	16,047,500	24%
Excess (deficiency) of Revenues over (under) Expenditures	(15,535,800)	(44,171,400)	(42,019,100)	(49,747,400)	(5,576,000)	13%
Other Financing Sources (Uses)						
Transfers In	14,208,500	44,979,600	44,867,800	50,976,300	5,996,700	13%
Transfers Out	(802,200)	(2,990,800)	(1,857,100)	(5,877,700)	(2,886,900)	97%
Net Financing Sources (Uses)	13,406,300	41,988,800	43,010,700	45,098,600	3,109,800	7%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	(2,129,500)	(2,182,600)	991,600	(4,648,800)	(2,466,200)	113%
Beginning Fund Balance	37,918,000	35,788,500	35,788,500	36,780,100	991,600	3%
ENDING FUND BALANCE	$ 35,788,500	$ 33,605,900	$ 36,780,100	$ 32,131,300	$ (1,474,600)	-4%

The sources for the General fund (Chart 14) consist of:

- Various federal and state reimbursements for planning activities and commuter rail station operations;
- Investment income;
- Transfers from various funds for the allocation of administrative costs;
- Transfers of LTF sales tax revenues for planning, programming, and monitoring (PPM) activities; and
- Transfers of LTF Article 4 allocations for commuter rail operations and capital.

Chart 14 – General Fund Sources FY 2023/24



Federal reimbursements relate to rail station preventative maintenance and transit-oriented communities' strategic plan. State reimbursements include station mobility improvements, as well as STIP funds for PPM activities.

The Commission allocates and transfers to the General fund a portion of LTF sales tax revenues for administration, planning and programming, and rail transit operations and capital for the following purposes:

- General fund administration allocations funded with LTF sales tax revenues of $147,300 in FY 2023/24.
- State law sets planning allocations at 3% of estimated LTF sales tax revenues. The FY 2023/24 budget for planning allocations is $4,650,000. The FY 2022/23 revised budget of $5,659,000 includes the effect of the mid-year projection adjustment that includes the unapportioned carryover amount, which is not determined until after the prior year's fiscal year end, and revised revenue projections.
- LTF sales tax revenues of $2,867,100 in FY 2023/24 will fund General fund allocations for planning, programming, and regional activities.
- Commuter rail operating and capital needs determine the amount of LTF and STA allocations to the extent that revenues and reserved fund balance are available. The FY 2023/24 budget includes $28,000,000 in LTF allocations to fund operating contribution expenditures to SCRRA.

The Commission allocates administrative costs based on a cost allocation plan and recognizes reimbursements to the General fund from other funds as transfers in. The FY 2023/24 General fund administrative allocation of $5,846,000 from Measure A may be adjusted based on actual expenditures, but in no event will it exceed 4% of total Measure A revenues (including administrative salaries and benefits). Administrative transfers in from STA, TUMF, motorist assistance, toll operations, SB 132, regional conservation, and other agency project funds of $9,465,900 in FY 2023/24 increased from $7,516,700 in FY 2022/23 due to increased level of activity requiring administrative support.

Chart 15 – General Fund Uses FY 2023/24

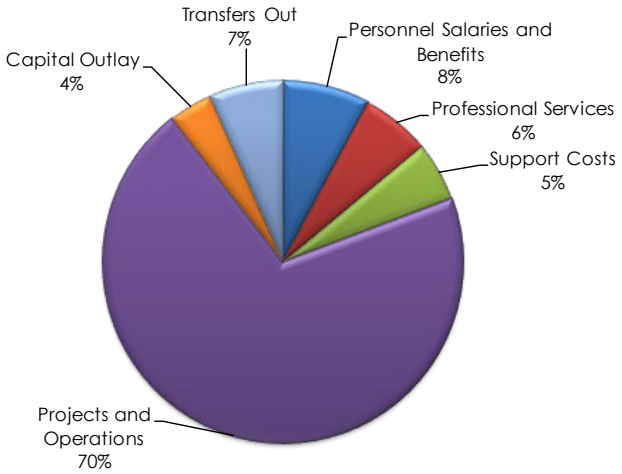


Chart 15 depicts General fund uses. Personnel salaries and benefits expenditures increased $49,300 due to the net change in allocation of FTEs and a 4% pool for performance merit-based salary increases. Professional costs decreased 10% compared to the prior year due to development of a robust public engagement program in the prior year. Support costs increased 34% primarily due to Commission insurance services, software database maintenance, and social media improvements.

The FY 2023/24 operating and capital disbursements budget includes allocations of $45,100,000 for the Metrolink commuter rail subsidy and $2,325,000 for planning operating disbursements. Special studies expenditures include transit-oriented communities, pass area transit, truck impact, next generation rail, and toll studies. Capital outlay expenditures increased 2% due to information technology upgrades and station improvements. Transfers out include $4,877,700 to the General fund for administration from rail operations and planning and programming activities and $1,000,000 to the Measure A Western County highway fund for I-15 Express Lanes ingress/egress project study.

Special Revenue Funds

Overview

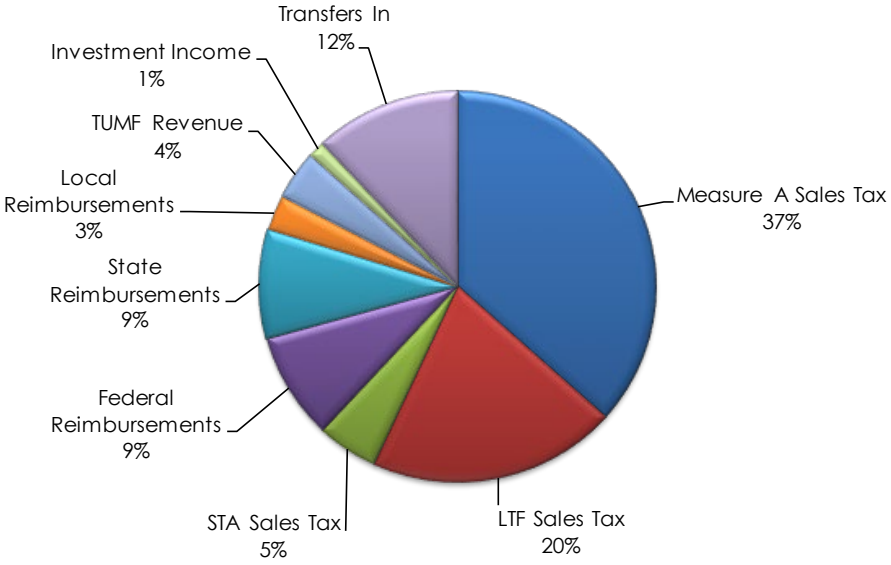
The Commission's special revenue funds are legally restricted as to use for Measure A projects and programs, TUMF projects, motorist assistance services, regional conservation, other agency project coordination, and funding transit operations and capital in the County. Table 23 is a summary of the special revenue funds' budgets, and Tables 24 through 36 present the individual budgets along with respective discussions.

Table 23 – Special Revenue Funds FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	$ 280,170,600	$ 275,000,000	$ 275,000,000	$ 280,000,000	$ 5,000,000	2%
LTF Sales Tax	150,694,000	150,000,000	150,000,000	155,000,000	5,000,000	3%
STA Sales Tax	29,988,300	30,964,600	39,055,000	38,363,900	7,399,300	24%
Federal Reimbursements	37,714,100	59,951,400	32,385,000	67,274,900	7,323,500	12%
State Reimbursements	154,486,400	145,454,700	166,952,400	68,801,200	(76,653,500)	-53%
Local Reimbursements	11,604,300	15,872,500	17,561,200	21,998,600	6,126,100	39%
TUMF Revenue	35,509,000	31,000,000	30,750,000	31,000,000	-	0%
Other Revenue	1,985,200	607,000	619,100	623,500	16,500	3%
Investment Income (Loss)	(14,721,700)	907,400	985,900	10,220,500	9,313,100	1026%
TOTAL Revenues	687,430,200	709,757,600	713,308,600	673,282,600	(36,475,000)	-5%
Expenditures						
Personnel Salaries and Benefits	6,032,700	8,259,700	8,001,800	8,816,900	557,200	7%
Professional and Support						
Professional Services	4,140,400	8,669,100	7,308,000	14,600,400	5,931,300	68%
Support Costs	2,762,900	4,904,600	3,412,200	6,341,800	1,437,200	29%
TOTAL Professional and Support Costs	6,903,300	13,573,700	10,720,200	20,942,200	7,368,500	54%
Projects and Operations						
Program Operations	16,305,900	21,971,600	20,116,400	24,661,000	2,689,400	12%
Engineering	10,967,600	30,339,200	18,197,200	33,235,000	2,895,800	10%
Construction	140,356,100	214,034,300	179,694,400	269,014,100	54,979,800	26%
Design Build	73,145,400	69,328,800	56,551,800	36,538,000	(32,790,800)	-47%
Right of Way	23,332,900	56,897,300	29,708,400	45,923,500	(10,973,800)	-19%
Operating and Capital Disbursements	86,842,100	165,601,900	150,884,400	204,847,300	39,245,400	24%
Special Studies	-	100,000	78,200	-	(100,000)	-100%
Local Streets and Roads	84,801,100	83,029,900	83,029,900	84,545,100	1,515,200	2%
Regional Arterials	21,027,000	31,779,000	30,000,000	30,000,000	(1,779,000)	-6%
TOTAL Projects and Operations	456,778,100	673,082,000	568,260,700	728,764,000	55,682,000	8%
Debt Service						
Principal Payments	22,200	-	-	-	-	N/A
Interest Payments	700	-	-	-	-	N/A
TOTAL Debt Service	22,900	-	-	-	-	N/A
Capital Outlay	3,906,000	5,394,000	5,258,000	4,342,200	(1,051,800)	-19%
TOTAL Expenditures	473,643,000	700,309,400	592,240,700	762,865,300	62,555,900	9%
Excess (deficiency) of Revenues over (under) Expenditures	213,787,200	9,448,200	121,067,900	(89,582,700)	(99,030,900)	-1048%
Other Financing Sources (Uses)						
Transfers In	58,449,100	132,927,300	101,571,800	91,173,300	(41,754,000)	-31%
Transfers Out	(119,029,300)	(145,379,300)	(138,517,900)	(163,506,000)	(18,126,700)	12%
Net Financing Sources (Uses)	(60,580,200)	(12,452,000)	(36,946,100)	(72,332,700)	(59,880,700)	481%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	153,207,000	(3,003,800)	84,121,800	(161,915,400)	(158,911,600)	5290%
Beginning Fund Balance	863,963,600	1,017,170,600	1,017,170,600	1,101,292,400	84,121,800	8%
ENDING FUND BALANCE	$ 1,017,170,600	$ 1,014,166,800	$ 1,101,292,400	$ 939,377,000	$ (74,789,800)	-7%

The Commission accounts for Measure A and LTF sales taxes, STA and SGR allocations, Western County TUMF, state budgetary allocations, vehicle registration fees, and other agency and regional conservation reimbursements in the 25 special revenue funds. Federal, state, and local reimbursements and transfers in consisting primarily of RCTC 91 Express Lanes surplus toll revenue and TUMF regional arterial funding to supplement the SB 132 revenues for the 15/91 Express Lanes Connector and the County's Hamner Bridge widening projects, respectively. Chart 16 illustrates the various special revenue fund sources.

Chart 16 – Special Revenue Funds Sources FY 2023/24

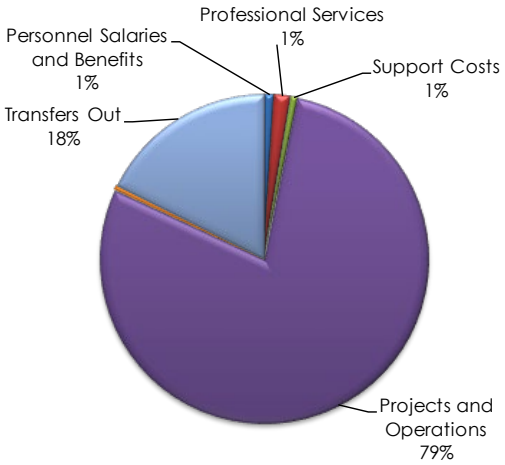


The Commission expends special revenue funds' resources on:

- County highway, rail, regional arterial, and new corridors engineering, right of way acquisition, construction, and design-build;
- Local streets and roads maintenance, repair, and construction;
- Economic development incentives;
- Sales tax bond financing;
- Bicycle and pedestrian facilities;
- Education and incentive programs to encourage use of alternate modes of transportation;
- Special social service transportation programs;
- Public transit operations and capital needs;
- Motorist towing and freeway call box assistance; and
- Regional conservation management.

As shown in Chart 17, projects and operations expenditures represent the primary use of special revenue fund resources.

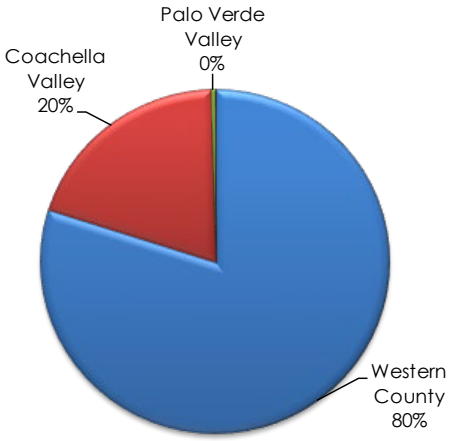
Chart 17 – Special Revenue Funds Uses FY 2023/24



Measure A Special Revenue Funds

Measure A sales tax revenue, which is allocated to the three geographic areas of the County (Chart 18) primarily funds 15 of the special revenue funds. There is one 1989 Measure A and ten 2009 Measure A Western County funds, three 2009 Measure A Coachella Valley funds, and one 2009 Measure A Palo Verde Valley fund.

Chart 18 – Measure A Sales Tax Revenues by Geographic Area



Since the 1989 Measure A terminated on June 30, 2009, the remaining 1989 Measure A Western County fund will be closed upon the completion of the specific highway projects. With the commencement of the 2009 Measure A on July 1, 2009, 14 funds will be in existence for the 30-year term. These funds account for all Measure A project and program expenditures and transfers of debt service for capital projects.

The Measure A special revenue funds expend monies on capital construction and improvements to highways, commuter rail, regional arterials, new corridors, and local streets and roads. Funding is also reserved for commuter assistance, public and specialized transit, and economic development incentives programs as well as bond financing costs. The Commission is a self-help county, and, as such on major highway projects, the Commission supplements the State's spending. Upon completion of most highway projects, Caltrans takes over the maintenance and operations of the projects.

The Commission pledged all Measure A sales tax revenues as security for the Commission's senior sales tax revenue bonds and subordinate commercial paper notes. Debt service on the bonds is

recorded in the Sales Tax Bonds debt service fund, and Measure A special revenue funds provide most of the resources for debt service through transfers out.

Western County Measure A Funds

The Western County Measure A special revenue funds account for Western County's approximately 80% share of the Measure A sales tax. Taxable sales changes among the geographic areas impact the geographic allocation formula from year to year. As demonstrated in Table 24, most of the Commission's reimbursements flow through these funds, since the sales tax leverages state and federal dollars.

Table 24 – Western County Measure A Funds FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Measure A Sales Tax						
Bond Financing	$ 18,018,500	$ 17,728,000	$ 17,728,000	$ 17,980,000	$ 252,000	1%
Commuter Assistance	3,336,800	3,283,000	3,283,000	3,330,000	47,000	1%
Economic Development Incentives	2,669,400	2,626,000	2,626,000	2,664,000	38,000	1%
Highways	68,070,000	66,974,000	66,974,000	67,923,000	949,000	1%
Local Streets and Roads	64,733,200	63,691,000	63,691,000	64,591,000	900,000	1%
New Corridors	24,692,000	24,294,000	24,294,000	24,639,000	345,000	1%
Public Bus Transit	3,403,500	3,349,000	3,349,000	3,396,000	47,000	1%
Rail	13,614,000	13,395,000	13,395,000	13,585,000	190,000	1%
Regional Arterials	20,020,600	19,698,000	19,698,000	19,977,000	279,000	1%
Specialized Transit	5,672,500	5,581,000	5,581,000	5,660,000	79,000	1%
Total Measure A	224,230,500	220,619,000	220,619,000	223,745,000	3,126,000	1%
Federal Reimbursements	37,714,100	59,951,400	32,385,000	67,274,900	7,323,500	12%
State Reimbursements	26,860,300	55,036,000	59,731,800	61,197,100	6,161,100	11%
Local Reimbursements	4,309,700	4,207,200	3,648,500	3,184,800	(1,022,400)	-24%
Other Revenue	1,607,100	589,000	601,100	605,500	16,500	3%
Investment Income (Loss)	(4,452,100)	349,700	729,400	3,815,700	3,466,000	991%
Transfers In	55,610,600	31,899,100	46,285,600	34,521,900	2,622,800	8%
TOTAL Sources	345,880,200	372,651,400	364,000,400	394,344,900	21,693,500	6%
Uses						
Personnel Salaries and Benefits	2,812,300	3,126,200	3,090,300	3,715,100	588,900	19%
Professional Services	2,791,300	3,827,500	3,468,700	7,446,000	3,618,500	95%
Support Costs	2,578,400	3,387,900	2,722,100	4,602,300	1,214,400	36%
Projects and Operations						
Program Operations	11,337,900	14,585,000	14,429,400	17,650,900	3,065,900	21%
Engineering	7,081,000	22,214,200	13,318,200	26,724,000	4,509,800	20%
Construction	88,876,900	111,360,300	86,259,800	202,114,200	90,753,900	81%
Design Build	5,675,100	2,977,800	2,662,400	3,465,000	487,200	16%
Right of Way	2,750,500	41,512,000	23,787,400	26,744,500	(14,767,500)	-36%
Operating and Capital Disbursements	6,365,500	8,248,500	6,640,000	12,700,000	4,451,500	54%
Special Studies	-	100,000	78,200	-	(100,000)	-100%
Local Streets and Roads	64,563,800	63,548,300	63,548,300	64,443,700	895,400	1%
TOTAL Projects and Operations	186,650,700	264,546,100	210,723,700	353,842,300	89,296,200	34%
Debt Service						
Principal Payments	22,200	-	-	-	-	N/A
Interest Payments	700	-	-	-	-	N/A
Capital Outlay	3,906,000	5,394,000	5,258,000	4,342,200	(1,051,800)	-19%
Transfers Out	91,306,100	93,595,200	94,873,700	92,999,500	(595,700)	-1%
TOTAL Uses	290,067,700	373,876,900	320,136,500	466,947,400	93,070,500	25%
Excess (deficiency) of Sources over (under) Uses	$ 55,812,500	$ (1,225,500)	$ 43,863,900	$ (72,602,500)	$ (71,377,000)	5824%

The budgeted Western County Measure A sales tax reflects a 1% increase from the prior year. Taxable sales changes between jurisdictions within the County also periodically affect the geographic allocation formula from year to year.

Federal reimbursements for highway and rail projects are higher in the FY 2023/24 budget and relate primarily to funding from the Federal Transit Administration (FTA), Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Block Grant (STBG), and DEMO funding. The 12% increase in federal reimbursements is primarily attributable to federal funding for activity on the 91 COP, Smart Freeway, 71/91 Connector, I-15 Express Lanes – Southern Extension, and station rehabilitation and improvement projects.

State reimbursements are higher by 11% compared to the FY 2022/23 budget and reflects funding from STIP, State Highway Operations and Protection Program (SHOPP), and SB 1 Local Partnership Program (LPP) primarily for the 71/91 Connector, MCP, station rehabilitation and improvements, and completion of the SR-60 Truck Lanes projects.

Local reimbursements are lower by 24% compared to the FY 2022/23 budget and reflects lower funding from the SBCTA for the estimated reimbursement of the I-15 Express Lanes – Northern Extension collaboration costs.

Other revenue is higher by 3% from the prior year and is attributable to property management lease revenues. Investment income increased 991% from the previous year due to projected higher investment yields. The FY 2023/24 budget conservatively projects investment income at 1.10% investment yield, 1.00% higher than the conservative estimate of 0.10% investment yield in FY 2022/23.

Transfers in include:

- $10,000,000 from the 2009 Measure A bond financing fund to fund a portion of Western County debt service;
- $5,194,700 from the TUMF Community Environmental Transportation Acceptability Process (CETAP) fund for the MCP projects;
- $1,000,000 from the General fund for I-15 ingress/egress project;
- $8,217,500 from the 2009 Measure A Western County new corridors fund for its share of the MSHCP debt service obligation;
- $3,521,800 from the TUMF CETAP fund for its share of the MSHCP debt service obligation;
- $2,812,100 from the Debt Service fund for Build America Bonds (BABs) subsidy payments;
- $3,450,800 from the STA fund for a station rehabilitation and improvement project; and
- $325,000 from the SAFE fund for a commuter assistance Coachella Valley expansion project.

Personnel salaries and benefits expenditures increased 19% and reflects the net change in FTE allocations and a 4% pool for performance merit-based salary increases.

Measure A Western County professional services expenditures in FY 2023/24 consist of general legal services for the various programs and capital projects and other professional services for highway, rail capital and commuter assistance projects and the Commission's debt programs. The $3,618,500 or 95% increase in FY 2023/24 reflects the project activities for the 91 COP and I-15 Express Lanes – Southern Extension projects. Support costs related to highway and rail projects and property management as well as the commuter assistance program increased $1,214,400, or 36%, due to station maintenance, repairs, utilities, and insurance.

General program operations comprise the program management with outside consultants for the highway and rail capital and commuter assistance programs, permits required for capital projects, and subsidies and certificates for the commuter assistance program. Such levels of operations typically fluctuate as project activities transition to another phase.

Many of the Commission's Western County rail and highway projects funded by Measure A have been in various phases of engineering, construction, design-build, and right of way activity. The Commission expects engineering, construction, and design build to increase 20%, 81%, and 16%, respectively, due to 71/91 Connector, I-15 Express Lanes – Southern Extension, Smart Freeways, and MCP projects. Right of way activity decreased 36% due to close out activity on the 91 Project completed in the prior year.

Operating and capital disbursements increased 54% compared to the FY 2022/23 budget and relate to Western County intercity bus service, specialized transit expenditures, including funding for a working capital loan to Metrolink, and rail capital funded by Measure A. Operating and

capital disbursements are made based on the needs of transit operators. Local streets and roads or turn back payments to local jurisdictions and the County, are comparable to the prior year as a result of comparable Measure A sales tax revenues. Capital outlay includes equipment and improvements for the rail program and reflects a 19% decrease for station rehabilitation and improvements completed in the prior fiscal year.

Significant transfers out from the Western County Measure A funds include:

- Funding for debt service payments of $79,215,200;
- $8,217,500 from the 2009 Measure A Western County new corridor fund for its share of the MSHCP debt service obligation;
- $310,000 from the 2009 Measure A Western County economic development fund for construction impacts on the 15 Express Lanes project; and
- $5,256,800 for the administrative costs allocation.

Coachella Valley Measure A Funds

These special revenue funds account for Coachella Valley's 20% share of the Measure A sales tax (Table 25).

Table 25 – Coachella Valley Measure A Funds FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Highways & Regional Arterials	$ 27,299,800	$ 26,626,000	$ 26,626,000	$ 27,584,000	$ 958,000	4%
Local Streets and Roads	19,109,800	18,638,000	18,638,000	19,309,000	671,000	4%
Specialized Transit	8,189,900	7,988,000	7,988,000	8,275,000	287,000	4%
Total Measure A	54,599,500	53,252,000	53,252,000	55,168,000	1,916,000	4%
Investment Income (Loss)	(1,396,600)	67,300	77,500	818,300	751,000	1116%
Transfers In	124,100	-	-	-	-	N/A
TOTAL Sources	53,327,000	53,319,300	53,329,500	55,986,300	2,667,000	5%
Uses						
Personnel Salaries and Benefits	-	-	900	-	-	N/A
Professional Services	8,900	9,400	9,100	9,400	-	0%
Projects and Operations						
Operating and Capital Disbursements	7,000,000	10,900,000	10,900,000	9,000,000	(1,900,000)	-17%
Local Streets and Roads	18,940,400	18,495,300	18,495,300	19,161,700	666,400	4%
Regional Arterials	21,027,000	31,779,000	30,000,000	30,000,000	(1,779,000)	-6%
TOTAL Projects and Operations	46,967,400	61,174,300	59,395,300	58,161,700	(3,012,600)	-5%
Transfers Out	423,700	428,100	428,100	441,900	13,800	3%
TOTAL Uses	47,400,000	61,611,800	59,833,400	58,613,000	(2,998,800)	-5%
Excess (deficiency) of Sources over (under) Uses	$ 5,927,000	$ (8,292,500)	$ (6,503,900)	$ (2,626,700)	$ 5,665,800	-68%

Coachella Valley Measure A sales tax revenues increased 4% from the prior year. Taxable sales changes between jurisdictions within the County also periodically affect the geographic allocation formula from year to year.

Investment income increased 1116% compared to the previous year's budget due to higher investment yields conservatively projected at 1.10% compared to 0.10% in FY 2022/23.

The Coachella Valley operating and capital disbursements represent specialized transit funds distributed to SunLine Transit Agency (SunLine) for transit operations. Local streets and roads payments to local jurisdictions are directly affected by changes in Measure A sales tax revenues. Regional arterial projects are highway and regional arterial projects managed by CVAG.

The Commission accounts for debt service funding related to CVAG highway and regional arterial projects, under advance funding agreements, in projects and operations in order to be consistent with the accounting in the ERP system.

Transfers out of $441,900 relate to the administrative costs allocation.

Palo Verde Valley Measure A Fund

This special revenue fund accounts for Palo Verde Valley's less than 1% share of the Measure A sales tax (Table 26).

Table 26 – Palo Verde Valley Measure A Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Measure A Sales Tax						
Local Streets and Roads	$ 1,340,600	$ 1,129,000	$ 1,129,000	$ 1,087,000	$ (42,000)	-4%
TOTAL Sources	1,340,600	1,129,000	1,129,000	1,087,000	(42,000)	-4%
Uses						
Projects and Operations						
Local Streets and Roads	1,296,900	986,300	986,300	939,700	(46,600)	-5%
TOTAL Projects and Operations	1,296,900	986,300	986,300	939,700	(46,600)	-5%
Transfers Out	43,700	142,700	142,700	147,300	4,600	3%
TOTAL Uses	1,340,600	1,129,000	1,129,000	1,087,000	(42,000)	-4%
Excess (deficiency) of Sources over (under) Uses	$ -	$ -	$ -	$ -	$ -	N/A

Total Measure A sales tax revenues is comparable to the prior year. Measure A sales tax projections affected by taxable sales changes among the geographic areas that impact the geographic allocation formula from year to year.

Local streets and roads represent the only expenditures in the Palo Verde Valley. Transfers out of $147,300 relate to the administrative costs allocation.

Non-Measure A Special Revenue Funds

The non-Measure A special revenue funds account for LTF disbursements; TUMF Western County project costs; motorist assistance expenditures for towing service as well as freeway call box and 511 traveler information system operations; transit disbursements from STA and SGR funding; Coachella Valley rail planning and development; interagency project activities; SB 132 project activities; and regional conservation. These activities are budgeted in the LTF, TUMF, FSP, SAFE, STA, SGR, Coachella Valley Rail, Other Agency Projects, SB 132 special revenue funds, and regional conservation, respectively.

Local Transportation Fund

The LTF special revenue fund derives its revenue from one quarter of one cent of the state sales tax that is returned to source and provides for funding of public transit operations in the County, bicycle and pedestrian facility projects, planning, and administration (Table 27).

Table 27 – Local Transportation Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
LTF Sales Tax	$ 150,694,000	$ 150,000,000	$ 150,000,000	$ 155,000,000	$ 5,000,000	3%
Local Reimbursements	1,996,100	-	-	-	-	N/A
Investment Income (Loss)	(3,996,100)	240,100	-	3,248,400	3,008,300	1253%
TOTAL Sources	148,694,000	150,240,100	150,000,000	158,248,400	8,008,300	5%
Uses						
Projects and Operations						
Operating and Capital Disbursements	50,734,800	105,080,000	98,180,000	124,737,300	19,657,300	19%
Transfers Out	5,650,600	28,072,800	27,961,000	35,664,400	7,591,600	27%
TOTAL Uses	56,385,400	133,152,800	126,141,000	160,401,700	27,248,900	20%
Excess (deficiency) of Sources over (under) Uses	$ 92,308,600	$ 17,087,300	$ 23,859,000	$ (2,153,300)	$ (19,240,600)	-113%

The Commission projects LTF sales tax revenue in FY 2023/24 to remain relatively comparable to the prior year. Investment income increased 1253% compared to the previous year's budget due to projected higher investment yields at 1.10% compared to FY 2022/23 at 0.10%.

In FY 2023/24, approximately 96% and 4% of the LTF transit expenditures of $115,620,000 are for operating and capital purposes, respectively. LTF operating allocations, subject to approval in June 2023, are comprised of 71% to Western County, 27% to Coachella Valley, and 2% to Palo Verde Valley public bus operators. Other operating and capital disbursements include allocations for SB 821 bicycle and pedestrian projects of $7,942,300 and planning and administration allocations of $1,175,000 to the County Auditor-Controller and SCAG.

Transfers out include allocations to the Commission's General fund for planning and administration of $2,867,100; rail operations of $28,000,000; $4,650,000 for planning, programming, and agency share of the administrative costs; and $147,300 for administrative costs allocation.

Transportation Uniform Mitigation Fee Fund

The TUMF fund accounts for the Commission's share of developer fee assessments on new residential and commercial developments in Western County for regional arterials and CETAP corridors (Table 28).

TUMF revenues include $31,000,000 based on projected fees distributed to the Commission and is comparable to the prior year. The state reimbursements are related to STIP and SB 1 LPP reimbursements for the I-15/Railroad Canyon Interchange project, a city of Lake Elsinore regional arterial project managed by the Commission. Local reimbursements are related to the reimbursement from the city of Lake Elsinore for its contribution to the I-15 Franklin Street Interchange project. Investment income increased 734% compared to the previous year's budget due higher projected investment yield of 1.10% compared to 0.10% in FY 2022/23.

Table 28 – Transportation Uniform Mitigation Fee Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	$ 4,333,600	$ 359,600	$ 1,426,000	$ 100,000	$ (259,600)	-72%
Local Reimbursements	339,800	-	-	789,900	789,900	N/A
TUMF Revenue	35,509,000	31,000,000	30,750,000	31,000,000	-	0%
Other Revenue	29,300	18,000	18,000	18,000	-	0%
Investment Income (Loss)	(2,081,900)	107,600	140,900	897,900	790,300	734%
Transfers In	41,500	273,600	-	-	(273,600)	-100%
TOTAL Sources	38,171,300	31,758,800	32,334,900	32,805,800	1,047,000	3%
Uses						
Personnel Salaries and Benefits	222,700	339,900	240,300	281,300	(58,600)	-17%
Professional Services	92,600	259,600	258,800	269,100	9,500	4%
Support Costs	39,700	40,000	40,600	10,100	(29,900)	-75%
Projects and Operations						
Program Operations	388,800	322,500	322,500	375,700	53,200	16%
Engineering	332,000	3,715,000	1,330,000	4,930,000	1,215,000	33%
Construction	11,433,000	5,450,000	2,010,000	47,508,500	42,058,500	772%
Right of Way	13,167,500	9,444,000	333,500	12,984,000	3,540,000	37%
TOTAL Projects and Operations	25,321,300	18,931,500	3,996,000	65,798,200	46,866,700	248%
Transfers Out	16,208,000	12,477,000	5,747,700	25,326,900	12,849,900	103%
TOTAL Uses	41,884,300	32,048,000	10,283,400	91,685,600	59,637,600	186%
Excess (deficiency) of Sources over (under) Uses	$ (3,713,000)	$ (289,200)	$ 22,051,500	$ (58,879,800)	$ (58,590,600)	20260%

Personnel salaries and benefits reflect a decrease of 17% due to the net allocation of FTEs offset by a 4% pool for performance merit-based salary increases. Professional services are comparable to the prior year. Support costs reflect a 75% decrease due to utility fees for the I-15/Railroad Canyon interchange project.

Projects and operations costs increased 248%, as many regional arterial projects move through various stages of engineering, right of way acquisition, and construction. FY 2023/24 includes a regional arterial call for projects awarded in June 2023. Approximately 90% of the projects and operations costs are attributable to programmed regional arterial projects. The remaining 10% relates to CETAP projects such as the MCP right of way and I-15 auxiliary lane construction activities. Transfers out represent $1,610,400 to the General fund related to the administrative cost allocation; $3,521,800 to the 2009 Measure A Western County highways fund for TUMF CETAP's

share of the MSHCP debt service obligation; $5,194,700 to the 2009 Measure A Western County new corridors fund for the MCP projects; and $15,000,000 to the SB 132 fund for the Hamner Bridge widening loan.

Freeway Service Patrol Fund

The FSP fund accounts for the state and local resources provided to cover the costs of servicing stranded motorists in covered service areas and construction zones by means of towing, changing tires, and providing fuel (Table 29).

The State's funding share of $3,233,100 remained relatively unchanged from the FY 2022/23 budget. Investment income increased 1282% from the previous year's budget due to higher projected investment yields at 1.10% compared to 0.10% in FY 2022/23. Transfers in represent Commission match funds of $2,500,000, from the SAFE special revenue fund.

Table 29 – Freeway Service Patrol Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	$ 2,877,000	$ 3,100,000	$ 2,950,600	$ 3,233,100	$ 133,100	4%
Local Reimbursements	105,400	100,000	76,500	-	(100,000)	-100%
Investment Income (Loss)	(98,600)	6,200	1,600	85,700	79,500	1282%
Transfers In	2,260,000	2,800,000	2,151,000	2,500,000	(300,000)	-11%
TOTAL Sources	5,143,800	6,006,200	5,179,700	5,818,800	(187,400)	-3%
Uses						
Personnel Salaries and Benefits	132,400	238,700	238,700	198,700	(40,000)	-17%
Professional Services	21,000	24,000	22,500	28,000	4,000	17%
Support Costs	62,200	88,300	108,300	83,000	(5,300)	-6%
Projects and Operations						
Program Operations	3,639,900	5,429,500	3,930,000	5,059,200	(370,300)	-7%
Transfers Out	190,400	217,900	217,900	176,500	(41,400)	-19%
TOTAL Uses	4,045,900	5,998,400	4,517,400	5,545,400	(453,000)	-8%
Excess (deficiency) of Sources over (under) Uses	$ 1,097,900	$ 7,800	$ 662,300	$ 273,400	$ 265,600	3405%

Personnel salaries and benefits decreased 17% due to the net FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional services are higher by 17% due to changes to FSP maps and 30th anniversary promotion. Support costs related to printing and communications decreased 6% compared to the prior year budget. Program operations in FY 2023/24 are lower by 7% due to the anticipated FSP operations. Transfers out to the General fund of $176,500 are administrative cost allocations.

Service Authority for Freeway Emergencies Fund

The SAFE fund accounts for the $1 per vehicle registration fee levied by the State on all registered vehicles within the County. It funds the installation and implementation of emergency aid call boxes located strategically on the highways throughout the County as well as the operations of the 511-traveler information system (Table 30).

Table 30 – Service Authority for Freeway Emergencies Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	$ 2,159,900	$ 2,100,000	$ 2,134,100	$ 2,166,000	$ 66,000	3%
Local Reimbursements	111,300	-	2,300	2,600	2,600	N/A
Investment Income (Loss)	(77,400)	3,500	1,500	38,900	35,400	1011%
TOTAL Sources	2,193,800	2,103,500	2,137,900	2,207,500	104,000	5%
Uses						
Personnel Salaries and Benefits	23,000	33,400	33,400	55,900	22,500	67%
Professional Services	304,200	190,900	166,300	181,600	(9,300)	-5%
Support Costs	67,100	98,300	71,400	252,000	153,700	156%
Projects and Operations						
Program Operations	11,500	25,000	9,600	17,500	(7,500)	-30%
Transfers Out	2,303,400	3,214,300	2,565,300	2,899,700	(314,600)	-10%
TOTAL Uses	2,709,200	3,561,900	2,846,000	3,406,700	(155,200)	-4%
Excess (deficiency) of Sources over (under) Uses	$ (515,400)	$ (1,458,400)	$ (708,100)	$ (1,199,200)	$ 259,200	-18%

Investment income increased 1011% compared to the previous year's budget due to higher projected investment yield at 1.10% compared to 0.10% in FY 2022/23.

Personnel salaries and benefits increased 67% due to FTE allocations and a 4% pool for performance merit-based salary increases. Professional services is comparable to the prior year. Support costs increased 156% due to Metro 511 services and maintenance and removal of call boxes. Projects and operations costs decreased 4% due to call box access charges. The transfers out reflect a $2,500,000 match to the State's contribution for towing services in the FSP special revenue fund, $325,000 to the 2009 Measure A Western County commuter assistance fund for special projects, and $74,700 to the General fund for administrative cost allocations.

State Transit Assistance Fund

The STA fund accounts for the state budgetary allocation of gas tax revenues designated for rail and bus transit operations and capital requirements (Table 31). Estimates of diesel fuel sales tax revenues provided by the State Controller, subject to an annual state budget appropriation, serve as the basis for the allocation. These estimates now include funding from SB 1 for transit.

Table 31 – State Transit Assistance Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
STA Sales Tax	$ 25,773,500	$ 26,585,600	$ 34,676,000	$ 33,820,600	$ 7,235,000	27%
Investment Income (Loss)	(2,039,000)	120,100	28,500	1,236,900	1,116,800	930%
TOTAL Sources	23,734,500	26,705,700	34,704,500	35,057,500	8,351,800	31%
Uses						
Professional Services	17,700	19,700	17,300	19,700	-	0%
Projects and Operations						
Operating and Capital Disbursements	20,120,100	36,716,400	30,675,400	49,000,000	12,283,600	33%
Transfers Out	523,500	5,133,900	4,484,100	3,539,700	(1,594,200)	-31%
TOTAL Uses	20,661,300	41,870,000	35,176,800	52,559,400	10,689,400	26%
Excess (deficiency) of Sources over (under) Uses	$ 3,073,200	$ (15,164,300)	$ (472,300)	$ (17,501,900)	$ (2,337,600)	15%

Investment income increased 930% compared to the previous year's budget due projected higher investment yield of 1.10% compared to 0.10% in FY 2022/23.

The operating and capital disbursements consist of allocations primarily for bus capital purposes. In FY 2023/24, approximately 76% of the allocations are in Western County, 23% in Coachella Valley, and 1% in Palo Verde Valley. Similar to the LTF allocations, the STA allocations are subject to Commission approval in June 2023. Transfers out represent rail allocations of $992,400 to the Coachella Valley rail fund, $2,400,000 to the 2009 Measure A Western County rail fund, and $147,300 to the General fund for administrative cost allocations.

State of Good Repair Fund

The SGR fund accounts for additional STA funding under SB 1 for transit infrastructure repair and service improvements (Table 32). These additional revenues fund eligible transit maintenance, rehabilitation, and capital projects.

Table 32 – State of Good Repair Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
STA Sales Tax	$ 4,214,800	$ 4,379,000	$ 4,379,000	$ 4,543,300	$ 164,300	4%
State Reimbursements	17,000	372,200	386,000	105,000	(267,200)	-72%
Investment Income (Loss)	(159,500)	12,000	-	54,500	42,500	354%
TOTAL Sources	4,072,300	4,763,200	4,765,000	4,702,800	(60,400)	-1%
Uses						
Professional Services	17,000	372,200	386,000	105,000	(267,200)	-72%
Projects and Operations						
Operating and Capital Disbursements	2,621,700	4,657,000	4,489,000	9,410,000	4,753,000	102%
Transfers Out	1,522,900	142,700	142,700	1,198,100	1,055,400	740%
TOTAL Uses	4,161,600	5,171,900	5,017,700	10,713,100	5,541,200	107%
Excess (deficiency) of Sources over (under) Uses	$ (89,300)	$ (408,700)	$ (252,700)	$ (6,010,300)	$ (5,601,600)	1371%

State reimbursements consists of STIP PPM reimbursements and a Caltrans grant for the SB 1 Sustainable Transportation Planning Grant program for the Riverside County Zero-Emission Bus Rollout and Implementation Plan. Investment income increased 354% compared to the previous year's budget due projected higher investment yield projected at 1.10% compared to 0.10% in FY 2022/23.

The capital disbursements consist of allocations for bus capital purposes. In FY 2023/24, 74% of the allocations are in Western County, 24% in Coachella Valley, and 2% in Palo Verde Valley. Similar to the LTF and STA allocations, Commission approval of the SGR allocations occurs in June 2023. Transfers out of $147,300 relate to the General fund for administrative costs allocations and $1,050,800 to the 2009 Measure A Western County rail fund for commuter rail operating needs.

Coachella Valley Rail Fund

The Coachella Valley rail fund accounts for federal funding for the planning and development of the new Coachella Valley-San Gorgonio Pass Corridor rail service (Table 33).

Table 33 – Coachella Valley Rail Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	-	-	-	2,000,000	2,000,000	N/A
Investment Income (Loss)	(34,500)	900	600	24,100	23,200	2578%
Transfers In	412,900	441,200	476,400	992,400	551,200	125%
TOTAL Sources	378,400	442,100	477,000	3,016,500	2,574,400	582%
Uses						
Personnel Salaries and Benefits	23,700	85,100	85,100	102,200	17,100	20%
Professional Services	750,600	364,300	233,000	2,449,000	2,084,700	572%
Support Costs	300	9,700	10,000	12,000	2,300	24%
Projects and Operations						
Program Operations	1,400	73,600	73,600	263,800	190,200	258%
Transfers Out	39,500	85,300	85,300	162,300	77,000	90%
TOTAL Uses	815,500	618,000	487,000	2,989,300	2,371,300	384%
Excess (deficiency) of Sources over (under) Uses	$ (437,100)	$ (175,900)	$ (10,000)	$ 27,200	$ 203,100	-115%

Investment income increased 2578% from the FY 2022/23 budget due to higher projected investment yield of 1.10% compared to 0.10% in the prior year. Transfers in of $992,400 reflect STA fund allocations.

Personnel salaries and benefits increased 20% due to net FTE allocations and a 4% pool for performance merit-based salary increases. Professional services increased 572% due to rail station feasibility studies. Program operations consist of support from Bechtel Infrastructure (Bechtel). Transfers out to the General fund of $162,300 relate to administrative costs allocations.

Other Agency Projects Fund

The Other Agency Projects fund accounts for interagency cooperative planning and development of projects in the County (Table 34). The Commission entered into a MOU with the Riverside County Regional Park and Open Space District (District) for the Santa Ana River Trail projects. The projects are a joint effort with several public and private agencies including the counties of Orange and San Bernardino. The District is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction.

Table 34 – Other Agency Projects Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Local Reimbursements	$ 767,800	$ 2,370,800	$ 2,210,300	$ 6,756,700	$ 4,385,900	185%
Investment Income (Loss)	(9,800)	-	-	100	100	N/A
TOTAL Sources	758,000	2,370,800	2,210,300	6,756,800	4,386,000	185%
Uses						
Personnel Salaries and Benefits	42,600	141,200	134,200	270,000	128,800	91%
Professional Services	6,100	7,500	5,000	19,000	11,500	153%
Support Costs	2,600	100,000	100,000	102,000	2,000	2%
Projects and Operations						
Program Operations	129,300	262,100	262,100	309,700	47,600	18%
Engineering	588,000	2,060,000	1,675,000	1,581,000	(479,000)	-23%
Construction	-	-	-	35,000	35,000	N/A
Right of Way	-	150,000	34,000	4,440,000	4,290,000	2860%
TOTAL Projects and Operations	717,300	2,472,100	1,971,100	6,365,700	3,893,600	158%
TOTAL Uses	768,600	2,720,800	2,210,300	6,756,700	4,035,900	148%
Excess (deficiency) of Sources over (under) Uses	$ (10,600)	$ (350,000)	$ -	$ 100	$ 350,100	-100%

The District is responsible for 100% of the Santa Ana River Trail project costs. It will reimburse the Commission, including providing an advance deposit, for all salaries and benefits, professional services, support costs, project management, engineering, construction costs, and right of way.

SB 132 Fund

The SB 132 fund (Table 35) accounts for the $427 million appropriation from the state highway account to the Riverside County Transportation Efficiency Corridor for five major projects in Western County:

- Commission's 15/91 Express Lanes Connector project;
- City of Corona's McKinley Avenue grade separation project;
- County's Jurupa Road grade separation project with the city of Jurupa Valley as its partner;
- County's I-15/Limonite Interchange project with the cities of Eastvale and Jurupa Valley as its partners completed in 2020; and
- County's Hamner Bridge widening project with the City of Norco as its partner.

Without the state funding approved by the Governor and State Legislators in April 2017 as part package of legislation that passed with SB 1, these projects would not have been built for many years.

Transfers in consist of $38,159,000 from the RCTC 91 Express Lanes surplus toll revenues for the 15/91 Express Lanes Connector project and $15,000,000, from the TUMF regional arterial fund as a loan for the County's Hamner Bridge widening project to be repaid upon the receipt of federal funds.

Table 35 – SB 132 Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	$ 118,238,600	$ 84,486,900	$ 100,323,900	$ -	$ (84,486,900)	-100%
Local Reimbursements	-	-	1,125,000	230,000	230,000	N/A
Other Revenue	348,800	-	-	-	-	N/A
Investment Income (Loss)	(372,100)	-	5,600	-	-	N/A
Transfers In	-	97,513,400	52,658,800	53,159,000	(44,354,400)	-45%
TOTAL Sources	118,215,300	182,000,300	154,113,300	53,389,000	(128,611,300)	-71%
Uses						
Personnel Salaries and Benefits	250,600	518,400	402,500	444,600	(73,800)	-14%
Professional Services	(3,100)	110,000	48,600	85,000	(25,000)	-23%
Support Costs	5,200	754,100	4,600	754,600	500	0%
Projects and Operations						
Program Operations	741,200	782,800	787,900	862,800	80,000	10%
Engineering	2,966,600	2,350,000	1,874,000	-	(2,350,000)	-100%
Construction	40,046,200	97,224,000	91,424,600	19,356,400	(77,867,600)	-80%
Design Build	67,470,300	66,351,000	53,889,400	33,073,000	(33,278,000)	-50%
Right of Way	6,981,000	4,210,000	4,053,500	55,000	(4,155,000)	-99%
TOTAL Projects and Operations	118,205,300	170,917,800	152,029,400	53,347,200	(117,570,600)	-69%
TOTAL Uses	118,458,000	172,300,300	152,485,100	54,631,400	(117,668,900)	-68%
Excess (deficiency) of Sources over (under) Uses	$ (242,700)	$ 9,700,000	$ 1,628,200	$ (1,242,400)	$ (10,942,400)	-113%

Personnel salaries and benefits decreased 14% due to net FTE allocations offset by a 4% pool for performance merit-based salary increases. Professional services decreased 23% related to operations assessments and traffic and revenue study activity related to the 15/91 Express Lanes Connector project. Support costs are comparable to the prior year. Projects and operations decreased 69% overall due to near completion design-build activities on the 15/91 Express Lanes Connector project; construction on the Hamner Bridge widening project; and construction activities on the Jurupa Road and McKinley Avenue grade separation projects.

Regional Conservation

In November 2020, the Commission and the RCA Board of Directors approved the Implementation and Management Services Agreement for the Commission to serve as the managing agency for the RCA effective January 1, 2021. The Regional Conservation department provides these management services through its staff and consultants to fulfill the needs and requirements of the RCA.

The Regional Conservation fund (Table 36) accounts for interagency assistance with the RCA in its obligations to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP.

Table 36 – Regional Conservation Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Local Reimbursements	$ 3,974,200	$ 9,194,500	$ 10,498,600	$ 11,034,600	$ 1,840,100	20%
Investment Income (Loss)	(4,100)	-	300	-	-	N/A
TOTAL Sources	3,970,100	9,194,500	10,498,900	11,034,600	1,840,100	20%
Uses						
Personnel Salaries and Benefits	2,525,400	3,776,800	3,776,400	3,749,100	(27,700)	-1%
Professional Services	134,100	3,484,000	2,692,700	3,988,600	504,600	14%
Support Costs	7,400	426,300	355,200	525,800	99,500	23%
Projects and Operations						
Program Operations	55,900	491,100	301,300	121,400	(369,700)	-75%
Right of Way	433,900	1,581,300	1,500,000	1,700,000	118,700	8%
TOTAL Projects and Operations	489,800	2,072,400	1,801,300	1,821,400	(251,000)	-12%
Transfers Out	817,500	1,869,400	1,869,400	949,700	(919,700)	-49%
TOTAL Uses	3,974,200	11,628,900	10,495,000	11,034,600	(594,300)	-5%
Excess (deficiency) of Sources over (under) Uses	$ (4,100)	$ (2,434,400)	$ 3,900	$ -	$ 2,434,400	-100%

Personnel salaries and benefits decreased 1% due to net FTE allocations offset by a 4% pool for performance merit-based salary increases. Processional costs increased 14% due to acquisition monitoring and general conservation consulting activity. Support costs increased 23% due to general business insurance, staff training and travel, and membership dues. Program operations decreased 75% due to projected program management and refunds. Right of way increased by 8% due to potential land appraisals and acquisition costs. Transfers out to the General fund of $949,700 relate to administrative costs allocations.

The RCA is responsible for 100% of the regional conservation costs. It will reimburse the Commission for all salaries and benefits, professional services, support costs, program operations, right of way costs, and administrative allocations.

Capital Projects Funds

Overview

Two capital projects funds account for all debt proceeds from commercial paper notes and sales tax revenue bonds (Table 37).

Table 37 - Capital Projects Funds FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Investment Income	$ 1,041,900	$ 41,700	$ 1,664,300	$ 248,100	$ 206,400	495%
TOTAL Revenues	1,041,900	41,700	1,664,300	248,100	206,400	495%
Other Financing Sources (Uses)						
Transfers In	272,700	-	-	-	-	N/A
Transfers Out	(16,074,800)	(19,740,000)	(19,740,000)	-	19,740,000	-100%
Net Financing Sources (Uses)	(15,802,100)	(19,740,000)	(19,740,000)	-	19,740,000	-100%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	(14,760,200)	(19,698,300)	(18,075,700)	248,100	19,946,400	-101%
Beginning Fund Balance	55,380,100	40,619,900	40,619,900	22,544,200	(18,075,700)	-44%
ENDING FUND BALANCE	$ 40,619,900	$ 20,921,600	$ 22,544,200	$ 22,792,300	$ 1,870,700	9%

As illustrated in the following charts for FY 2023/24, capital projects funds sources and uses consist of investment income (Chart 19). In prior years, these charts reflected debt proceeds, including bond premium, and transfers in for sources as well as debt service payments to escrow agent for uses. The Commission does not anticipate any new sales tax revenue debt issuances or refundings in FY 2023/24.

Chart 19 – Capital Projects Funds Sources FY 2023/24

Debt Service Fund

Overview

Under the 2009 Measure A program, as amended by Measure K in November 2010, the Commission has the authority to issue sales tax revenue bonds subject to a debt limitation of $975,000,000.

The Commission pledged future Measure A sales taxes as security for Measure A debt service payments on the sales tax revenue bonds and commercial paper notes. In order to advance project development activities, the Commission established a commercial paper program in 2005. Periodically the Commission issues commercial paper notes and retires some of the notes with proceeds from sales tax revenue bonds.

The current commercial paper program authorization is $60,000,000. As credit and liquidity support for the commercial paper notes, the Commission has an irrevocable direct draw letter of credit in the amount of $60,750,000 and a reimbursement agreement with a bank that expires in October 2025. The costs for the liquidity support are reflected in the 2009 Measure A Western County bond financing special revenue fund. Currently, there are no outstanding commercial paper notes; the FY 2023/24 budget does not include any issuances of commercial paper notes. The Commission currently maintains a P-1 and an A-1+ rating from Moody's Investors Service (Moody's) and S&P Global Ratings (S&P), respectively, on the commercial paper notes.

The sales tax revenue bonds are limited tax bonds secured by a pledge of the 2009 Measure A revenues. All outstanding sales tax revenue bonds are fixed rate bonds that mature on or before June 2039, prior to the expiration of the 2009 Measure A. Currently, the Commission has six series of sales tax revenue bonds outstanding:

- *Series B taxable bonds issued in November 2010 (2010B Bonds) designated as BABs under the American Recovery and Reinvestment Act*. The Commission designated a portion of the BABs as recovery zone economic development bonds (RZEDBs). The Commission expects to receive a cash subsidy from the United States Treasury equal to 35% of the interest payable on the BABs or 45% of the interest payable on the 2010B Bonds designated as RZEDBs. However, reductions in the BABs subsidies occurred in recent years due to federal sequestration cuts. If sequestration continues, the Commission anticipates a reduction in the FY 2023/24 BABs subsidy of approximately 5.7%;
- *Tax-exempt refunding bonds issued in September 2016 (2016 Refunding Bonds)*;
- *Tax-exempt bonds issued in July 2017 (2017A Bonds) to fund the I-15 Express Lanes project and 91 Project completion costs*;
- *Tax-exempt refunding bonds issued in December 2017 (2017B Refunding Bonds)*; and
- *Tax-exempt refunding bonds issued in April 2018 (2018 Refunding Bonds*).

The Commission maintains long-term debt ratings of Aa2, AA+, and AA from Moody's, S&P, and Fitch Ratings (Fitch), respectively on its currently outstanding sales tax revenue bonds.

The debt agreements require the trustee to hold all sales tax debt proceeds and a portion of the sales tax revenues intercepted from the CDTFA and to segregate all funds into separate accounts. These monies are included in the restricted investments held by trustee in the Capital Projects funds and debt service fund. Under the sales tax indentures, the Commission may use sales tax revenues for any lawful purpose related to the Riverside County TIP after the trustee has satisfied debt service requirements.

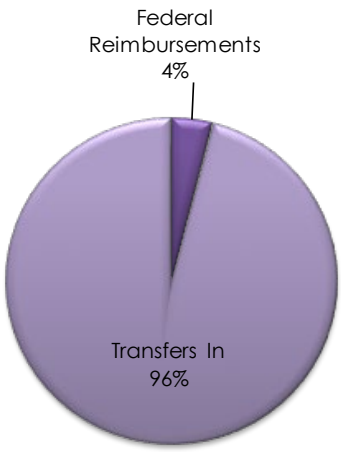
The Debt Service fund of the Commission primarily accounts for all activities related to the sales tax revenue bonds debt incurred by the Commission (Table 38). The Commission does not anticipate any issuances of sales tax bonds in FY 2023/24.

Table 38 – Debt Service Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Sources						
Federal Reimbursements	$ 2,812,100	$ 2,812,100	$ 2,812,100	$ 2,812,100	$ -	0%
Other Revenue	100	-	-	-	-	N/A
Investment Income (Loss)	(62,700)	11,500	214,700	124,100	112,600	979%
TOTAL Sources	2,749,500	2,823,600	3,026,800	2,936,200	112,600	4%
Expenditures						
Debt Service						
Principal Payments	29,995,000	31,405,000	31,405,000	32,635,000	1,230,000	4%
Interest Payments	39,599,300	38,150,300	38,150,400	36,580,200	(1,570,100)	-4%
TOTAL Expenditures	69,594,300	69,555,300	69,555,400	69,215,200	(340,100)	0%
Excess (deficiency) of Revenues over (under) Expenditures	(66,844,800)	(66,731,700)	(66,528,600)	(66,279,000)	452,700	-1%
Other Financing Sources (Uses)						
Transfers In	69,591,000	69,555,300	69,555,400	69,215,200	(340,100)	0%
Transfers Out	(3,208,900)	(2,812,100)	(2,812,100)	(2,812,100)	-	0%
Net Financing Sources (Uses)	66,382,100	66,743,200	66,743,300	66,403,100	(340,100)	-1%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	(462,700)	11,500	214,700	124,100	112,600	979%
Beginning Fund Balance	11,530,000	11,067,300	11,067,300	11,282,000	214,700	2%
ENDING FUND BALANCE	$ 11,067,300	$ 11,078,800	$ 11,282,000	$ 11,406,100	$ 327,300	3%

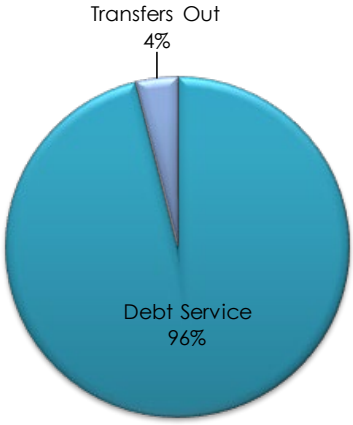
Reimbursements consist of federal cash subsidy payments related to the 2010B Bonds designated as BABs. The BABs subsidy payments reflect a reduction in the expected payments due to federal sequestration cuts. Investment income is higher than the previous fiscal year due to projected higher investment yields. Transfers in represent the primary source of funding for the debt service funds and reserves (Chart 20) and consist of funds from the 2009 Measure A Western County highways and bond financing special revenue funds.

Chart 20 – Debt Service Fund Sources FY 2023/24



Debt Service fund uses (Chart 21) consist of principal and interest debt service payments on the outstanding sales tax revenue bonds (2010B Bonds, 2016 Refunding Bonds, 2017A Bonds, 2017B Refunding Bonds, and 2018 Refunding Bonds) and transfer of the BABs subsidy payments to the 2009 Measure A Western County highway and 2009 Measure A Coachella Valley highway and regional arterials funds.

Chart 21 – Debt Service Fund Uses FY 2023/24



Enterprise Funds

Overview

In FY 2023/24, the Commission will operate two express lanes systems that are accounted for in separate enterprise funds. The RCTC 91 Express Lanes opened in March 2017 and the 15 Express Lanes opened in April 2021.

Toll revenues generated on the RCTC 91 Express Lanes are pledged to pay debt service on the tax-exempt toll bonds issued in July 2013 (2013 Toll Bonds) and in October 2021 (2021 Toll Refunding Bonds) for the 91 Project. The federal TIFIA loan executed with the United States Department of Transportation (U.S. DOT) in July 2013 (2013 TIFIA Loan) for the 91 Project was prepaid with the 2021 Toll Refunding Bonds. Additionally, the 2021 Toll Refunding Bonds were used to refund a portion of the 2013 Toll Bonds current interest bonds (CIBs) and defease in accreted value of the 2013 Toll Revenue Capital Appreciation Bonds (CABs) maturing in the years 2022 through 2025 and 2027 through 2029.

The 2013 Toll Bonds and the 2021 Toll Refunding Bonds are secured by a lien on the RCTC 91 Express Lanes trust estate, which consists primarily of toll revenues and non-toll transaction and account revenues less operating and maintenance expenses of the RCTC 91 Express Lanes. The 2013 Toll Bonds long-term ratings from S&P and Fitch are A and BBB+, respectively. The 2021 Toll Refunding Bonds, Series A, B-1, and B-2 long-term ratings from S&P and Fitch are A and BBB+, respectively. Additionally, the 2021 Toll Refunding Bonds, Series C long-term ratings from S&P and Fitch are A- and BBB, respectively.

Toll revenues generated on the 15 Express Lanes are pledged to pay debt service on the federal TIFIA loan executed with the U.S. DOT in 2017 (2017 TIFIA Loan) for the I-15 Express Lanes project. Proceeds of the 2017 TIFIA Loan may be drawn upon after certain conditions are met; the Commission drew down the loan in full during FY 2021/22. Interest payments are expected to commence on the fifth anniversary of the substantial completion date or the first interest payment date occurring prior to the fifth anniversary date. Accordingly, semiannual interest payments are anticipated to commence December 2025; principal payments are expected to commence in December 2030. The 2017 TIFIA Loan is expected to mature on the earlier of 35 years after substantial completion of the I-15 Express Lanes project or June 1, 2056.

The 2017 TIFIA Loan is secured by a lien on the 15 Express Lanes trust estate, which consists primarily of toll revenues and non-toll revenues (including account and violations revenues) less operating and maintenance expenses of the 15 Express Lanes. For the 2017 TIFIA Loan, the Commission received long-term ratings of BBB- and BBB from Fitch and Kroll Bond Rating Agency, respectively.

Under separate debt indentures for the RCTC 91 Express Lanes and the 15 Express Lanes, the Commission pledged each system's toll revenues as security for the respective toll revenue bonds, including TIFIA loan. Each debt agreement requires the trustee to hold all debt proceeds and the toll revenues from each express lanes' operations and to segregate all funds into separate accounts. Under the toll indentures, a separate flow of funds administered by the trustee prescribes the use of toll revenues for each express lanes system.

The Commission excludes accretion amounts related to CABs and compounded interest on the TIFIA loan, as they do not affect the annual budget activities.

RCTC 91 Express Lanes

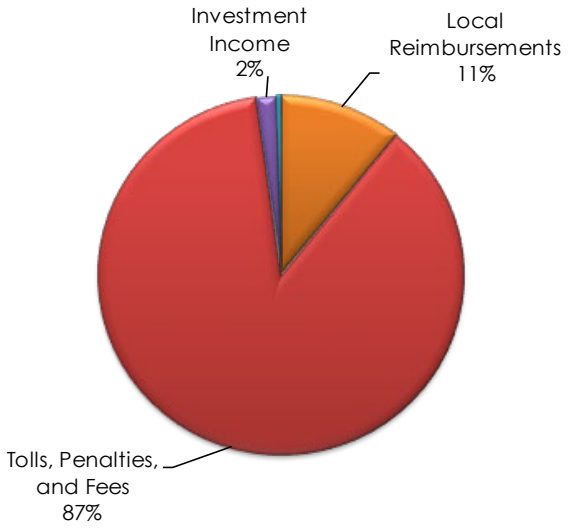
The RCTC 91 Express Lanes is a four-lane, eight-mile toll road in the median of SR-91 that extends the Orange County Transportation Authority (OCTA) 91 Express Lanes at the Orange County/Riverside County line to the SR-91/I-15 interchange. It includes a direct express lanes connector from SR-91 to I-15 south of the 15/91 interchange. Toll revenues and non-toll revenues fund maintenance and operating costs, rehabilitation, capital expenses, and debt service (Table 39). The RCTC 91 Express Lanes toll collection system is all electronic transactions, with no toll collection booths. Commuters on SR-91 in Corona have a choice of using either the express lanes or the general-purpose lanes.

Table 39 – RCTC 91 Express Lanes Enterprise Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Local Reimbursements	$ 39,000	$ -	$ -	$ 8,074,400	$ 8,074,400	N/A
Tolls, Penalties, and Fees	63,840,600	64,044,800	65,548,100	65,080,500	1,035,700	2%
Other Revenue	1,239,800	-	-	-	-	N/A
Investment Income (Loss)	(3,022,700)	112,200	1,623,400	1,280,500	1,168,300	1041%
TOTAL Revenues	62,096,700	64,157,000	67,171,500	74,435,400	10,278,400	16%
Expenses						
Personnel Salaries and Benefits	846,600	1,442,200	1,442,200	951,500	(490,700)	-34%
Professional and Support						
Professional Services	1,752,000	2,681,500	947,600	2,193,000	(488,500)	-18%
Support Costs	2,910,500	5,784,100	4,548,700	6,648,500	864,400	15%
TOTAL Professional and Support Costs	4,662,500	8,465,600	5,496,300	8,841,500	375,900	4%
Program and Operations						
Program and Operations	7,877,300	9,547,900	8,298,600	14,782,200	5,234,300	55%
Construction	2,151,100	19,256,000	19,418,000	3,922,300	(15,333,700)	-80%
Design Build	1,672,200	5,383,500	5,684,000	1,383,000	(4,000,500)	-74%
TOTAL Program and Operations	11,700,600	34,187,400	33,400,600	20,087,500	(14,099,900)	-41%
Debt Service						
Interest Payments	24,389,700	22,201,000	22,201,000	22,201,000	-	0%
Cost of Issuance	3,783,500	-	-	-	-	N/A
TOTAL Debt Service	28,173,200	22,201,000	22,201,000	22,201,000	-	0%
Capital Outlay	-	115,000	4,200	55,000	(60,000)	-52%
TOTAL Expenses	45,382,900	66,411,200	62,544,300	52,136,500	(14,274,700)	-21%
Excess (deficiency) of Revenues over (under) Expenses	16,713,800	(2,254,200)	4,627,200	22,298,900	24,553,100	-1089%
Other Financing Sources (Uses)						
Transfers In	2,559,300	-	-	-	-	N/A
Transfers Out	(1,369,900)	(76,094,700)	(52,798,700)	(39,182,600)	36,912,100	-49%
Debt Proceeds, Premium Gain (Loss)	(6,733,700)	-	-	-	-	N/A
Net Financing Sources (Uses)	(5,544,300)	(76,094,700)	(52,798,700)	(39,182,600)	36,912,100	-49%
Excess (deficiency) of Revenues over (under) Expenses and Other Financing Sources (Uses)	11,169,500	(78,348,900)	(48,171,500)	(16,883,700)	61,465,200	-78%
Beginning Fund Balance	171,570,900	182,740,400	182,740,400	134,568,900	(48,171,500)	-26%
ENDING FUND BALANCE	$ 182,740,400	$ 104,391,500	$ 134,568,900	$ 117,685,200	$ 13,293,700	13%

Tolls, penalties, and fees revenues represent the primary revenue source for the RCTC 91 Express Lanes enterprise fund (Chart 22). Such revenues consist of toll revenues of $59,207,500 based on estimated toll transactions and current RCTC 91 Express Lanes traffic, while the balance of $5,873,000 represents penalties and fees related to toll transactions and other customer account fees. Local reimbursements reflect the local toll agency reimbursement for project activity on the 91 Express Lanes eastbound to McKinley Avenue. Investment income represents earnings on operating and other restricted funds and reflects a 1041% increase due to projected higher investment yield at 1.10% compared to 0.10% in the prior year.

Chart 22 – RCTC 91 Express Lanes Enterprise Fund Sources FY 2023/24



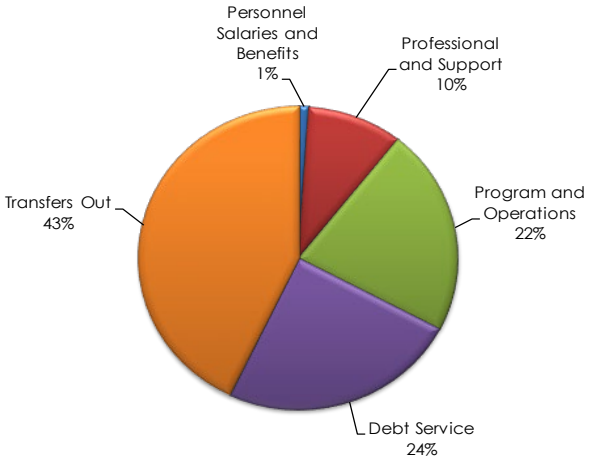
Toll operations expenses in FY 2023/24 are necessary to manage the operations, maintenance, and capital support of the RCTC 91 Express Lanes (Chart 23). Personnel salaries and benefits represent less than 2% of the total budgeted uses. Personnel salaries and benefits decreased 34% due to the net allocation of FTEs, offset by a 4% pool for performance merit-based salary increases. Professional and support costs are 10% of budgeted uses and include system, equipment, and road maintenance; insurance; violation enforcement; consulting services; and marketing. Program and operations of $20,087,500 consist of the contracted operators' expenses related to operating and maintaining the toll lane hardware and software and customer service center, toll processing, and violation collection processing. Construction and design-build costs of $3,922,300 and $1,383,000, respectively, include required major repair and rehabilitation activity and 91 Express Lanes eastbound lane to McKinley Avenue project.

Debt service includes interest payments of $22,201,000 for the 2021 Toll Refunding Bonds. Interest payments on the 2013 Toll Revenue Bonds are not required until December 2025. Principal payments are not required until December 2025 for the 2013 Toll Bonds and the 2021 Toll Refunding Bonds.

Capital outlay of $55,000 is related to vehicles and procurement of transponders.

In October 2021, the Commission issued the 2021 Toll Refunding Bonds consisting of $88,735,000 senior lien federally taxable bonds, $450,629,000 senior lien tax-exempt bonds, and $75,695,000 second lien tax-exempt bonds. The proceeds of the 2021 Toll Refunding Bonds were used to refund a portion of the RCTC 91 Express Lanes 2013 Toll Revenue CIBs, pay the purchase price of the 2013 Toll Revenue CIBs accepted for tender for cash, refund and prepay the 2013 TIFIA Loan, fund capitalized interest, make deposits to required reserves, and pay costs of issuance. Certain senior lien tax-exempt bonds were issued in exchange for certain 2013 Toll Revenue CIBs accepted for exchange. Additionally, the Commission deposited available funds with an escrow agent to defease approximately $28,919,000 in accreted value of the 2013 Toll Revenue CABs maturing in the years 2022 through 2025 and 2027 through 2029. The recording of the 2021 Toll Refunding Bonds transaction was recorded in the Commission's balance sheet.

Chart 23 – RCTC 91 Express Lanes Enterprise Fund Uses FY 2023/24



Transfers out include $38,159,000 of RCTC 91 Express Lanes surplus toll revenues to the SB 132 fund for the 15/91 Express Lanes Connector project and $1,023,600 to the General fund for administrative cost allocations.

15 Express Lanes

The 15 Express Lanes opened in April 2021 and consist of tolled express lanes in each direction from Cajalco Road in Corona to the SR-60 interchange in Jurupa Valley. Tolled revenues and non-toll revenues fund maintenance and operating costs, rehabilitation, capital expenses, and debt service (Table 40). The 15 Express Lanes toll collection system is all electronic transactions, with no toll collection booths. Commuters on I-15 have a choice of using either express lanes or the general-purpose lanes.

Table 40 – RCTC 15 Express Lanes Enterprise Fund FY 2022 – 2024

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Tolls, Penalties, and Fees	$ 37,152,000	$ 33,727,000	$ 33,246,000	$ 32,908,500	$ (818,500)	-2%
Other Revenue	-	100,000	100,000	100,000	-	0%
Investment Income (Loss)	(432,900)	59,200	603,200	1,016,000	956,800	1616%
TOTAL Revenues	36,719,100	33,886,200	33,949,200	34,024,500	138,300	0%
Expenses						
Personnel Salaries and Benefits	510,600	801,800	801,600	882,800	81,000	10%
Professional and Support						
Professional Services	500,000	1,129,500	462,600	1,276,000	146,500	13%
Support Costs	2,399,000	4,111,300	2,528,800	3,978,900	(132,400)	-3%
TOTAL Professional and Support Costs	2,899,000	5,240,800	2,991,400	5,254,900	14,100	0%
Program and Operations						
Program and Operations	8,278,300	9,249,100	7,755,100	10,139,600	890,500	10%
Construction	-	-	-	100,000	100,000	N/A
TOTAL Projects and Operations	8,278,300	9,249,100	7,755,100	10,239,600	990,500	11%
Capital Outlay	10,900	10,000	4,200	30,000	20,000	200%
TOTAL Expenses	11,698,800	15,301,700	11,552,300	16,407,300	1,105,600	7%
Excess (deficiency) of Revenues over (under) Expenses	25,020,300	18,584,500	22,396,900	17,617,200	(967,300)	-5%
Other Financing Sources (Uses)						
Transfers In	13,174,300	-	176,100	310,000	310,000	N/A
Transfers Out	(4,630,900)	(445,300)	(445,300)	(296,400)	148,900	-33%
Net Financing Sources (Uses)	8,543,400	(445,300)	(269,200)	13,600	458,900	-103%
Excess (deficiency) of Revenues over (under) Expenses and Other Financing Sources (Uses)	33,563,700	18,139,200	22,127,700	17,630,800	(508,400)	-3%
Beginning Fund Balance	20,061,300	53,625,000	53,625,000	75,752,700	22,127,700	41%
ENDING FUND BALANCE	$ 53,625,000	$ 71,764,200	$ 75,752,700	$ 93,383,500	$ 21,619,300	30%

Tolls, penalties, and fees revenues represent the primary revenue source for the enterprise fund (Chart 24). Such revenues consist of $27,062,000 based on estimated toll transactions, while the balance of $5,846,500 represents penalties and fees related to toll transactions and other customer account fees. Other revenues reflect operating lease payments from OCTA for its share of the 91 Express Lanes' customer service center, which is owned by the 15 Express Lanes. Investment income represents earnings on operating and other restricted funds. Investment income increased 1616% due to higher projected investment yield at 1.10% compared to 0.10% in the prior year.

Chart 24 – RCTC 15 Express Lanes Enterprise Fund Sources FY 2023/24

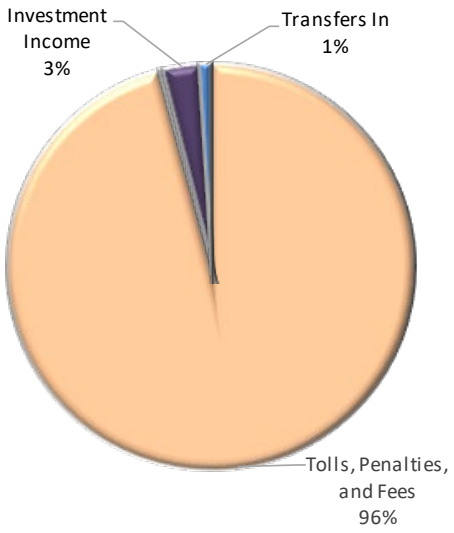
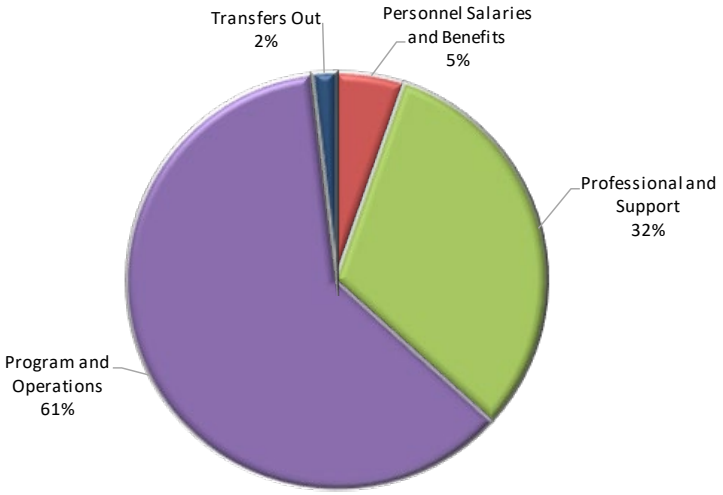


Chart 25 – RCTC 15 Express Lanes Enterprise Fund Uses FY 2023/24



Toll operations expenses in FY 2023/24 are necessary to manage the operations, maintenance, and capital support of the 15 Express Lanes (Chart 25). Personnel salaries and benefits represents 5% of the total budgeted uses. Personnel salaries and benefits increased 10% due to the net allocation of FTEs and a 4% pool for performance merit-based salary increases. Professional and support costs is 31% of budgeted uses and includes system, equipment, and road maintenance; insurance; violation enforcement; consulting services; and marketing. Program and operations of $10,139,600 consist of the toll services provider expenses related to operating and maintaining the toll lane hardware and software and customer service center, toll processing, and violation collection processing. Construction of $100,000 is related to repair and rehabilitation activity. Capital outlay of $30,000 is related to a new roadway vehicle. Transfers out include $296,400 to the General fund for the administrative cost allocations.

Table 41 – Budget Comparison by Department FY 2022 – 2024

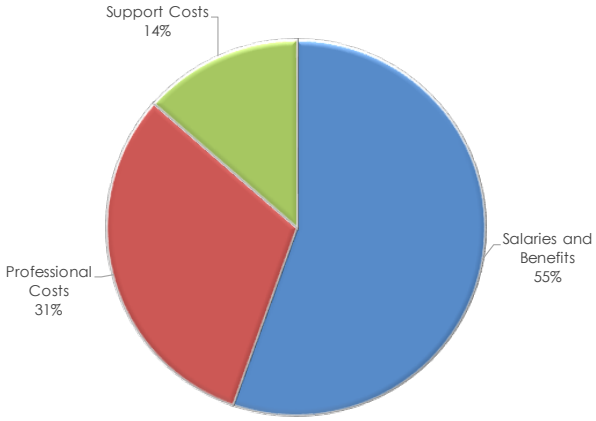
	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	$ 280,170,600	$ 275,000,000	$ 275,000,000	$ 280,000,000	$ 5,000,000	2%
LTF Sales Tax	150,694,000	150,000,000	150,000,000	155,000,000	5,000,000	3%
STA Sales Tax	29,988,300	30,964,600	39,055,000	38,363,900	7,399,300	24%
Federal Reimbursements	45,608,400	82,205,900	49,581,100	89,308,100	7,102,200	9%
State Reimbursements	156,813,300	148,621,900	167,689,800	82,343,100	(66,278,800)	-45%
Local Reimbursements	11,443,300	15,873,500	17,874,200	30,075,000	14,201,500	89%
TUMF Revenue	35,509,000	31,000,000	30,750,000	31,000,000	-	0%
Tolls, Penalties, and Fees	100,992,600	97,771,800	98,794,100	97,989,000	217,200	0%
Other Revenue	3,926,900	707,000	719,100	723,500	16,500	2%
Investment Income (Loss)	(17,686,500)	1,168,400	5,103,000	13,242,700	12,074,300	1033%
Total Revenues	797,459,900	833,313,100	834,566,300	818,045,300	(15,267,800)	-2%
Expenditures/Expenses						
Management Services:						
Executive Management	456,300	799,900	626,700	967,400	167,500	21%
Administration	2,496,900	4,113,300	3,231,900	5,478,600	1,365,300	33%
External Affairs	1,600,800	2,905,200	1,769,300	2,434,500	(470,700)	-16%
Finance	3,975,800	6,785,000	5,502,900	7,145,100	360,100	5%
Total Management Services	8,529,800	14,603,400	11,130,800	16,025,600	1,422,200	10%
Regional Programs:						
Planning and Programming Services	4,600,800	8,688,600	7,745,200	25,063,100	16,374,500	188%
Rail Maintenance and Operations	16,327,500	52,648,000	47,321,600	58,270,500	5,622,500	11%
Public and Specialized Transit	87,764,700	167,725,300	152,280,600	201,114,000	33,388,700	20%
Commuter Assistance	3,272,400	4,380,400	4,170,000	6,638,000	2,257,600	52%
Motorist Assistance	4,261,200	6,128,100	4,580,200	5,875,900	(252,200)	-4%
Regional Conservation	3,156,700	9,759,500	8,625,600	10,084,900	325,400	3%
Total Regional Programs	119,383,300	249,329,900	224,723,200	307,046,400	57,716,500	23%
Capital Project Development and Delivery	368,059,600	502,894,000	413,851,700	522,659,200	19,765,200	4%
Toll Operations	28,908,200	59,812,400	51,895,600	46,342,800	(13,469,600)	-23%
Debt Service						
Principal Payments	30,573,200	31,405,000	31,405,000	32,635,000	1,230,000	4%
Interest Payments	64,039,700	60,351,300	60,351,400	58,781,200	(1,570,100)	-3%
Cost of Issuance	3,783,500	-	-	-	-	N/A
Total Debt Service	98,396,400	91,756,300	91,756,400	91,416,200	(340,100)	0%
Total Expenditures/Expenses	623,277,300	918,396,000	793,357,700	983,490,200	65,094,200	7%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	174,182,600	(85,082,900)	41,208,600	(165,444,900)	(80,362,000)	94%
Other Financing Sources (Uses)						
Transfers In	158,254,900	247,462,200	216,171,100	211,674,800	(35,787,400)	-14%
Transfers Out	(145,116,000)	(247,462,200)	(216,171,100)	(211,674,800)	35,787,400	-14%
Debt Proceeds, Premium Gain (Loss)	(6,733,700)	-	-	-	-	N/A
Net Financing Sources (Uses)	6,405,200	-	-	-	-	N/A
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	180,587,800	(85,082,900)	41,208,600	(165,444,900)	(80,362,000)	94%
Beginning Fund Balance	1,160,423,900	1,341,011,700	1,341,011,700	1,382,220,300	41,208,600	3%
Ending Fund Balance	$ 1,341,011,700	$ 1,255,928,800	$ 1,382,220,300	$ 1,216,775,400	$ (39,153,400)	-3%

Executive Management

Mission Statement:

Executive Management maintains the highest level of achievement and professionalism while managing the activities of the Commission to effectuate sound transportation policies, projects, and services to meet Riverside County's mobility needs.

Chart 26 – Executive Management



Expenditures

Executive Management has a budget of $967,400 (Table 42) for oversight of all Commission functions. The 33% increase in salaries and benefits reflects the net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional costs of $300,000 include legal fees and organizational consulting services. Support costs include various membership dues and staff-related travel costs of $130,900.

Table 42 – Executive Management Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 336,000	$ 403,200	$ 403,200	$ 536,500	$ 133,300	33%
Professional Costs						
Legal Services	61,300	200,000	76,300	200,000	-	0%
Professional Services - General	-	100,000	50,000	100,000	-	0%
Total Professional Costs	61,300	300,000	126,300	300,000	-	0%
Support Costs	59,000	96,700	97,200	130,900	34,200	35%
TOTAL Executive Management	$ 456,300	$ 799,900	$ 626,700	$ 967,400	$ 167,500	21%

Executive Management Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Administrative Assistant	0.01	0.00	0.01
Deputy Executive Director	0.09	0.17	0.45
Executive Director	0.36	0.37	0.52
FTE	0.46	0.54	0.98

Department Overview

The Executive Director is responsible for developing and implementing new strategies at the local, regional, and statewide levels to assure delivery of transportation improvements and programs throughout the County. Furthermore, Executive Management is committed to fostering a positive and supportive work environment for staff that emphasizes quality work and encourages teamwork and open communication, with a commitment to serving the public. This is accomplished through a productive and collaborative effort with the members of the Commission and the oversight of the Commission's Executive Committee.

Department Goals

EM1 – Focus on timely and effective completion of capital projects and implementation of needed transportation services. *(Policy Goals: Quality of Life, Responsible Partner*)

EM2 – Maximize funding for transportation improvements in Riverside County through legislative advocacy. *(Policy Goal: Quality of Life)*

EM3 – Maintain effective working relationships with Commissioners to strengthen and expand the Commission's leadership in transportation policy decision-making at all levels of government and raise the Commission's profile in the community. *(Policy Goals: Quality of Life, Operational Excellence)*

EM4 – Support regional transportation solutions in cooperation with surrounding counties that are of benefit to Riverside County. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

EM5 – Promote the Commission's effectiveness by improving and developing staff skills, using state-of-the-art working tools, and fostering an environment that encourages and rewards individual and team effort. This has the added goal of making the Commission a desirable place to work and more competitive in seeking talented employees for job vacanices. *(Policy Goal: Operational Excellence)*

EM6 – Continue and enhance the effective implementation and administration of the MSHCP with the integration of the RCA. (*Policy Goals: Quality of Life and Operational Excellence*)

EM7 – Foster and maintain a Commission culture that provides equal opportunity, enhances productivity, encourages regular and open communication among staff, and promotes the mutual achievement of individual and organizational goals and objectives. *(Policy Goal: Operational Excellence)*

EM8 – Develop and ensure an agency culture that prioritizes equity in every facet of the Commission's actitvies and especially in its interaction with the public, including:

- Proactive communication with a wide variety of communities throughout Riverside County, ensuring transportation services, programs and opportunities to serve all – especially rural, low-income and disadvantaged communities; and

- Specialized outreach to small and disadvantaged businesess in terms of contracting opportunities and to create and maintain a diverse and empathetic Commission workforce reflecting the residents of all of Riverside County. *(Policy Goals: Connecting the Economy, Operational Excellence, Quality of Life, Responsible Partner)*

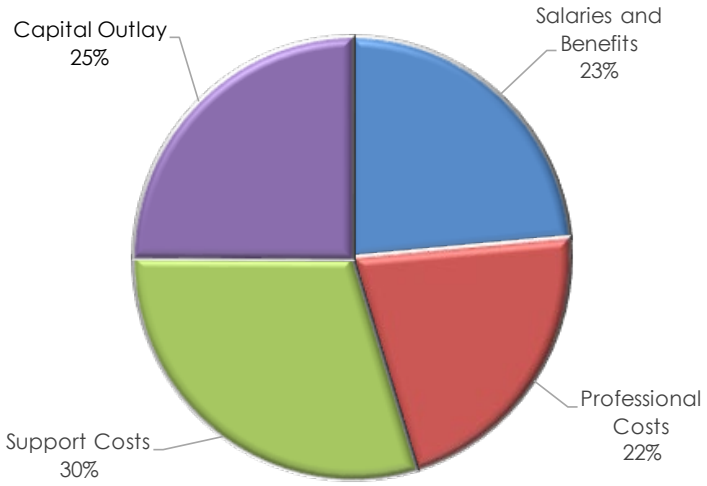
ID	Executive Management Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
EM1 EM4	Expenditures / expenses	$706,650,300	$623,277,300	$793,357,700	$983,490,200
EM5 EM6	Staffing levels	77	67	81	81
EM5	Administration costs as percentage of expenditures / expenses	1.9%	1.4%	1.9%	1.3%

Administration

Mission Statement:

Comprised of office operations – including information technology, clerk of the board, and human resources, Administration provides quality and efficient services to the Board of Commissioners as well as the RCA Board of Directors, staff, and external customers in compliance with applicable federal, state, and local requirements.

Chart 27 – Administration



Expenditures

As noted in Table 43, the Administration Department's total budget is $5,478,600 for office operations including management of office space, lease, and equipment; records; Commission and committee meetings; RCA Board of Directors and committee meetings; special events; clerk of the board; and human resources. Salaries and benefits expenditures of $1,290,700 reflects an increase of 10% and includes a 4% pool for performance merit-based salary increases and an increase in FTE's. Professional costs of $1,187,100 cover various services including, but not limited to, Commissioner per diems, legal fees, and consultant and other professional services. Support costs of $1,635,800 cover administrative overhead including office maintenance; information technology updates, support, and maintenance; and recruitments. Support costs increased 14% due to office lease, utilities, and supplies and materials. Capital outlay of $1,365,000, an increase of $1,040,000 or 320% includes office space improvements, information technology improvements and upgrades, and equipment upgrades. Clerk of the Board costs related directly to regional conservation are included in the Regional Conservation Department.

Table 43 – Administration Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 850,200	$ 1,169,100	$ 815,500	$ 1,290,700	$ 121,600	10%
Professional Costs						
Commissioner Per Diem	48,200	65,000	54,000	65,000	-	0%
Legal Services	38,400	45,000	25,000	45,000	-	0%
Professional Services - General	1,053,000	1,074,000	1,025,000	1,077,100	3,100	0%
Total Professional Costs	1,139,600	1,184,000	1,104,000	1,187,100	3,100	0%
Support Costs	334,600	1,435,200	1,237,400	1,635,800	200,600	14%
Capital Outlay	172,500	325,000	75,000	1,365,000	1,040,000	320%
Debt Service	606,000	-	-	-	-	N/A
TOTAL Administration	$ 3,102,900	$ 4,113,300	$ 3,231,900	$ 5,478,600	$ 1,365,300	33%

Administration Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Administrative Assistant	0.99	1.50	1.84
Administrative Services Director-Clerk of the Board	1.00	0.75	0.75
Deputy Clerk of the Board	1.15	1.15	1.15
Deputy Executive Director	0.03	0.05	0.00
Facilities Administrator	0.04	0.07	0.05
Human Resources Assistant	0.78	1.00	1.00
Human Resources Manager	1.00	1.00	1.00
IT Administrator	0.00	0.80	1.00
Procurement Analyst	0.01	0.04	0.04
Procurement Manager	0.04	0.02	0.04
Records Technician	1.00	0.95	0.96
Senior Administrative Assistant	0.51	0.62	0.49
Senior Management Analyst	0.02	0.05	0.01
Senior Office Assistant	0.82	0.84	0.82
Senior Procurement Analyst	0.02	0.04	0.04
FTE	7.41	8.88	9.19

Department Overview – Office Operations

Office Operations oversees the daily maintenance needs of the Commission's office facilities and staff; manages information technology and records management systems; oversees the office lease with the County; purchases office supplies and equipment; posts public notices on the website and local newspaper; maintains a safe working environment for Board members, staff, and consultants; and provides support services.

Department Goals – Office Operations

OO1 – Ensure quality service that demonstrates responsiveness and flexibility and provides services at the most reasonable cost. *(Policy Goal: Operational Excellence)*

OO2 – Facilitate access to Commission information and records. *(Policy Goal: Operational Excellence)*

Department Overview – Clerk of the Board

The Clerk of the Board provides support services to the Board and its alternates and for Commission and committee meetings; the Clerk of the Board also supports the RCA Board of Directors and its alternates and for RCA board and committee meetings. It serves as an important resource for the Commission and RCA and has the responsibility for:

- Recording, publishing, preserving, and filing meeting proceedings of documents acted upon by the boards and its committees;
- Processing claims against the Commission and RCA;
- Fulfilling requirements of the Commission and RCA, including committees, as it relates to the Conflict-of-Interest Code;
- Serving as the Filing Officer for Economic Interest and Campaign Disclosure statements and legal claims against the Commission and RCA;
- Coordinating special events and meetings; and
- Performing all duties required by law, rules, or order of the Board and RCA.

As such, this department has a direct link and responsibility to serve local taxpayers and the public while supporting the actions of the Commission and RCA. The need to be accountable to the public at large is further amplified by the need to comply with federal and state law requiring prompt responses to California Public Records Act requests.

Department Goals – Clerk of the Board

CB1 – Ensure coordination and documentation of board and committee meetings as required by state regulations. *(Policy Goal: Operational Excellence)*

CB2 – Facilitate public access to board meetings, agenda items, and records as required by state regulations. *(Policy Goal: Operational Excellence)*

Department Overview – Human Resources

Human Resources responsibilities include:

- Planning, administering, and implementing human resources programs, including the recruitment, selection, and appraisal process;
- Employee training and development;
- Classification and compensation studies;
- Benefits administration;
- Employee relations; and
- Recommending, implementing and maintaining personnel policies, procedures, and practices.

Department Goals – Human Resources

HR1 – Administer human resources policies, procedures, and programs in order to align personnel laws and the Commission's policies with continuous improvement principles. *(Policy Goal: Operational Excellence)*

HR2 – Continue to employ and recruit a diverse, dynamic, and talented workforce to meet the needs of the growing organization. *(Policy Goal: Operational Excellence)*

HR3 – Train and develop staff to be their best in order to meet the needs of the organization. *(Policy Goal: Operational Excellence)*

HR4 – Understand and consistently deliver excellent customer service to all employees in person or virtual settings. *(Policy Goal: Operational Excellence)*

HR5 – Improve the quality of the work culture and administer appropriate safety protocols and precautions within a hybrid work environment. *(Policy Goal: Operational Excellence)*

HR6 – Promote diversity and inclusion by providing equal access to opportunities and ensuring fair treatment of all candidates and staff. *(Policy Goal: Operational Excellence)*

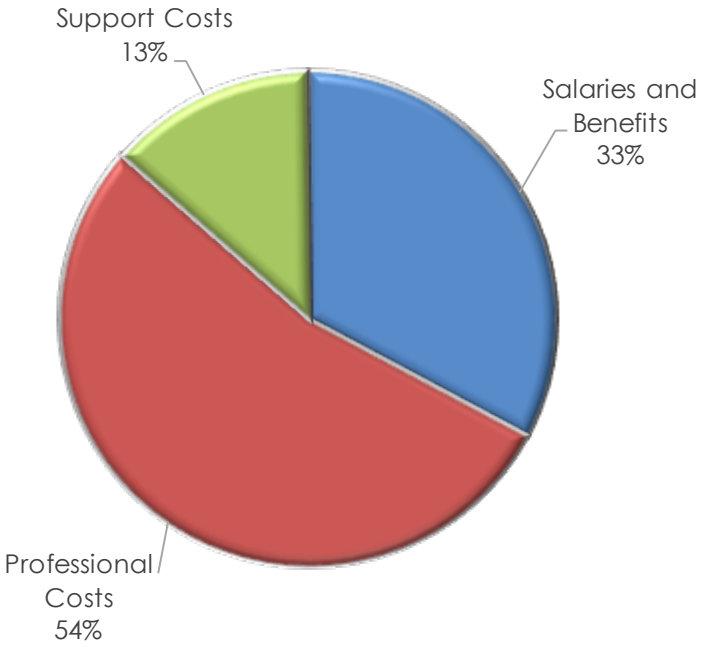
ID	Administration Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
OO1	Staff supported: Regular full-time	77	67	81	81
OO2	Legal notices	25	19	20	20
CB1, CB2	RCTC and RCA board, committee, and ad hoc meetings	75	76	75	75
CB1	RCTC and RCA board members supported (including alternates)	108	108	108	108
HR1, HR4	Employee policies and procedures / benefits review sessions held	5	7	6	6
HR2	Recruitments	11	18	11	3
HR2	Positions filled	11	19	12	3
HR3	Employee training sessions held	3	1	3	2

External Affairs

Mission Statement:

External Affairs communicates, engages in, and develops relationships with the public, key stakeholders, and governmental decision-makers to connect the lives of Riverside County residents.

Chart 28 – External Affairs



Expenditures

The External Affairs Department has a total budget of $2,434,500 (Table 44), an overall 16% decrease due to salaries and benefits and professional services. Salaries and benefits reflect a decrease of 39% due to the change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of $1,306,000 include legislative advocacy, graphic design, website updates, social media communications, and targeted digital advertising. Professional costs are comparable to the prior year. Support costs of $324,800 reflects a 31% increase due to additional membership subscriptions and staff training and travel. Support costs include advertising, various membership dues, subscriptions to business software products, journalistic publications, and staff-related travel costs, which remain at flat levels, to Sacramento, Washington, D.C., and professional conferences. Capital outlay of $5,000 includes audio and visual equipment to produce and expand the ability for inhouse videos.

Table 44 - External Affairs Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 861,900	$ 1,318,100	$ 872,800	$ 798,700	$ (519,400)	-39%
Professional Costs						
Legal Services	17,000	35,000	25,000	35,000	-	0%
Professional Services - General	637,700	1,300,000	768,000	1,271,000	(29,000)	-2%
Total Professional Costs	654,700	1,335,000	793,000	1,306,000	(29,000)	-2%
Support Costs	84,200	247,100	103,500	324,800	77,700	31%
Capital Outlay	-	5,000	-	5,000	-	0%
TOTAL External Affairs	$ 1,600,800	$ 2,905,200	$ 1,769,300	$ 2,434,500	$ (470,700)	-16%

External Affairs Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Community Engagement Manager	0.96	0.77	0.80
Deputy Executive Director	0.27	0.46	0.05
External Affairs Director	0.86	0.74	0.61
Legislative Affairs Manager	0.70	0.79	0.56
Procurement Analyst	0.00	0.04	0.04
Procurement Manager	0.00	0.02	0.01
Public Affairs Manager	0.41	0.43	0.37
Regional Conservation Director	0.00	0.02	0.00
Senior Administrative Assistant	0.22	0.23	0.22
Senior Management Analyst	0.87	1.72	1.19
Senior Procurement Analyst	0.04	0.04	0.04
FTE	4.33	5.26	3.89

Department Overview

The External Affairs Department manages three core functions: legislative affairs, public affairs, and community engagement. These are public-facing functions with high impact on how residents, stakeholders, and decision-makers interact with the Commission and the RCA.

Legislative Affairs

Improved mobility for Riverside County residents requires the financial resources and public policy to implement transportation projects, habitat conservation, and programs. Through proactive advocacy at all levels of government, the Commission exercises leadership to advance the agenda of Riverside County taxpayers. The Commission's legislative engagement takes many forms including, but not limited to:

- Seeking specific items in state or federal budgets;
- Changing the law;
- Shaping proposed legislation, rules, and regulations that would impact the Commission and RCA;
- Educating elected, appointed, and career government officials, as well as interest groups; and
- Ensuring Commission and RCA projects and programs are eligible for new and existing competitive grant programs and formula funding.

Coverage of the many policy and funding issues that affect mobility and habitat conservation within Riverside County requires a team approach. The Commission's historically effective and

savvy approach to legislative advocacy is consistent with the Commission's overall theme of a lean staff, relative to the required tasks and the demands to be met, and use of consultants in their areas of expertise. The Commission retains legislative consultants with decades of experience in transportation and habitat conservation policy and funding based in Washington, D.C. and Sacramento — providing day-to-day representation and insights that help guide staff. The consultants, often referred to as legislative advocates or lobbyists, are procured every few years through a competitive and transparent process that seeks to acquire the greatest talent and the best value for the Commission. The FY 2023/24 budget will take into consideration any increases in retainer fees for legislative consulting services based on a new contract for transportation and habitat services beginning in the new fiscal year.

Staff, in consultation with the legislative advocates, provides recommendations and support to Commissioners and RCA Board Members, who set legislative policy priorities and are often the Commission and RCA's most effective advocates in Washington, D.C. and Sacramento. Commissioner and Board member engagement takes the form of actions such as adopting a legislative platform; taking positions on individual bills; and communicating with government decision-makers in writing, verbally, or through trips to capital cities. Thus, the Commission's team approach for legislative advocacy is best likened to a three-legged stool held up by Commissioners and Board members, professional staff, and professional legislative consultants.

An essential component of the Commission's legislative affairs program is participation in formal and informal coalitions among agencies and stakeholders with similar interests. Examples of formal coalitions are:

- Mobility 21 – a coalition of public agencies, the Automobile Club of Southern California, and business advocacy groups in southern California;
- Self-Help Counties Coalition – an alliance of all California counties with voter-approved sales taxes for transportation projects;
- California Association of Councils of Government – a diverse alliance of transportation and planning agencies that are impacted by state laws and regulations on land use, air quality, and transportation;
- CTOC – an industry group of tolling agencies that collaborates on matters of common interest pertaining to operations, technology, finance and public policy;
- International Bridge, Tunnel, and Turnpike Association – an industry group of public and private stakeholders in the tolling industry that focuses on federal policy and developing best business practices within the tolling community;
- National Habitat Conservation Plans (HCP) Coalition – a diverse coalition to advance the use, effectiveness of, and support for HCP as economic development and conservation tools; and
- California Habitat Conservation Planning Coalition – an informal, state-level coalition to provide technical support and advocacy on behalf of HCPs and Natural Community Conservation Plans.

Although participation in these coalitions requires staff and consultant time, leveraging the collective strength of voices beyond the Commission and RCA is often necessary to affect policy change. Additionally, members of these coalitions may have expertise and resources outside of the Commission's current capability that can contribute significant value to the Commission.

Active engagement by the Commission in the development and implementation of significant federal infrastructure legislation is necessary to ensure Riverside County taxpayers receive a

proportional benefit to any federal investment. This will include providing feedback to the U.S. DOT on the implementation of the federal Infrastructure Investment and Jobs Act.

The Commission will continue to engage state and federal officials regarding the implementation of climate action policies and identify any impact to the Commission's ability to deliver projects in the Measure A expenditure plan.

A key recommendation of the Commission's Strategic Assessment is for the Commission to pursue state and federal funding for priority projects, given the significant gap of funding for Riverside County's long-term mobility needs. Staff will continue to pursue member-directed community project funding in the federal appropriations bill and project funding in the state budget, as well as ensure that Commission projects are eligible and competitive for new and existing grant programs.

The Commission became the managing agency for the RCA as of January 2021. Outreach to elected and policy officials will include information regarding the MSHCP, issues associated with its implementation, and benefits to transportation infrastructure project delivery.

Public Affairs

The Commission's commitment to engage and educate residents, motorists, business operators, and other major stakeholders about transportation solutions and habitat conservation requires a comprehensive public affairs program. The Commission continues to develop relationships with the public through many channels, including:

- Participating in two-way dialogue to expand engagement and reach with the public via RCTC's Facebook, Twitter, Instagram, YouTube, and LinkedIn platforms, with a focus on thoughtful, quick responses to questions and comments, and an increasing number of short videos;
- Building awareness and support for the Commission's projects, services, and funding needs through an all-inclusive, data-driven public engagement program, with tools to receive public feedback about transportation priorities and funding opportunities;
- Communicating in English and Spanish to reach the maximum number of residents and help ensure all voices are heard in the transportation decision-making process;
- Maintaining and enhancing the RCTC and RCA websites and promptly responding to web-based inquiries from residents and other interested parties;
- Providing news updates through RCTC's blog, *The Point*, and the RCA's blog, *The Vista*, and sending monthly e-newsletters to subscribers;
- Producing and providing resource materials, such as fact sheets, maps, videos, surveys, brochures, construction updates, text messages, frequently asked questions, annual reports, billboards, digital ads, and newsletters;
- Communicating with news media outlets through news releases, radio and television interviews, advertisements, news conferences, and video footage;
- Interacting with communities of interest and stakeholder groups, such as city councils, chambers of commerce, industry associations, service clubs, and other community-based organizations and businesses;
- Participating in or hosting public meetings in both virtual and in-person formats;
- Measuring public affairs activities to assess progress toward goals and determining the most effective means of reaching various stakeholders; and
- Integrating RCA communications, due to the Commission's management role of this agency.

The Commission will place continued emphasis on providing communications support to major projects, such as:

- 15/91 Express Lanes Connector
- MCP 3
- 71/91 Interchange
- I-10 Highland Springs Interchange Project
- I-15 Corridor Operations Project
- 15 Express Lanes Project – Southern Extension
- Moreno Valley/March Field and other Metrolink station improvement projects
- Coachella Valley Rail Service
- Santa Ana River Trail Extension

The Commission also promotes high-value public services, such as FSP, the VanClub vanpool subsidy program, and other motorist and commuter assistance programs. In addition, the Commission continues to support the public outreach efforts of Caltrans District 8 and member jurisdictions, in relation to transportation planning and construction activities.

The Commission's communications efforts also focus on marketing and customer service for the RCTC 91 Express Lanes, 15 Express Lanes, and public transit operations including Metrolink passenger rail service. The Commission has a significant stake in ensuring positive experiences by the public with these toll and transit services.

An ongoing emphasis for the Commission is increased digital communications. The public can expect to see increased information from *The Point,* the Commission's e-newsletter and blog; RCTC.org, the Commission's website; and social media accounts, @therctc. Staff will continue to produce quarterly reports to measure the effectiveness of these digital communication activities. Additionally, the public can expect more information related to the RCA including progress toward completing the MSHCP. Efforts will include expanded social media engagement through @WesternRCA, *The Vista* monthly e-newsletter, website updates to wrc-rca.org, email notifications, video production, stakeholder communication, school programs, and recreational opportunities. Staff will provide quarterly analytics to measure the success of these communication activities.

Educating the public about funding sources, challenges, and mobility options remains a cornerstone of RCTC's communication approach. RCTC includes as its key message the importance of Measure A, the twice voter-approved half-cent sales tax measure for transportation projects in Riverside County. In addition, despite deferring the Traffic Relief Plan ballot measure in 2020, the Commission continues to use the approved document as an aspirational planning tool supported by grassroots public input. The Commission can use the Traffic Relief Plan as a reference point for future decisions; however, the projects and services within the plan are unlikely to be delivered without a funding source. Measure A remains the Commission's most significant funding source and is tied to specific projects and programs approved by Riverside County voters in 2002. RCTC also faces challenges related to changing state and federal transportation funding priorities and is committed to informing residents about our efforts to secure funding for Riverside County transportation needs.

Community Engagement

Awareness and understanding of the diverse communities in Riverside County require a comprehensive community engagement strategy that supports RCTC's transportation and

habitat conservation efforts. The community engagement program engages and seeks understanding of Riverside County's community-based stakeholders to build trust and gain support to inform the decision-making process. The Commission's community engagement approach takes many forms including, but not limited to:

- Partnering with community-based organizations to ensure equity, public health, and robust stakeholder engagement;
- Providing strategy and input to support inclusiveness of underserved communities who lack equitable access to various forms of transportation;
- Interacting and serving as a liaison among communities of interest and stakeholder groups, such as city councils, chambers of commerce, service clubs, and other community-based organizations and businesses;
- Actively building enduring relationships to gain support from local jurisdictions and community groups for grant funding pursuits while supporting the Commission's long-term success;
- Working with internal work groups to identify and target outreach efforts for project related activities that require community input and buy-in;
- Working closely with the region's tribal governments; and
- Acting as primary liaison and supporting RCA's Stakeholders Committee.

Department Goals

The External Affairs Department plays a unique role by providing broad internal support to all Commission departments while also being the conduit for a wide variety of external stakeholders to receive information and advance the public's general interest in better mobility in Riverside County. To that extent, the External Affairs Department's goals truly are the Commission-wide goals of quality of life, operational excellence, connecting the economy, and being a responsible partner. The External Affairs Department will continue to adapt to ensure achievement of these broader organizational aims.

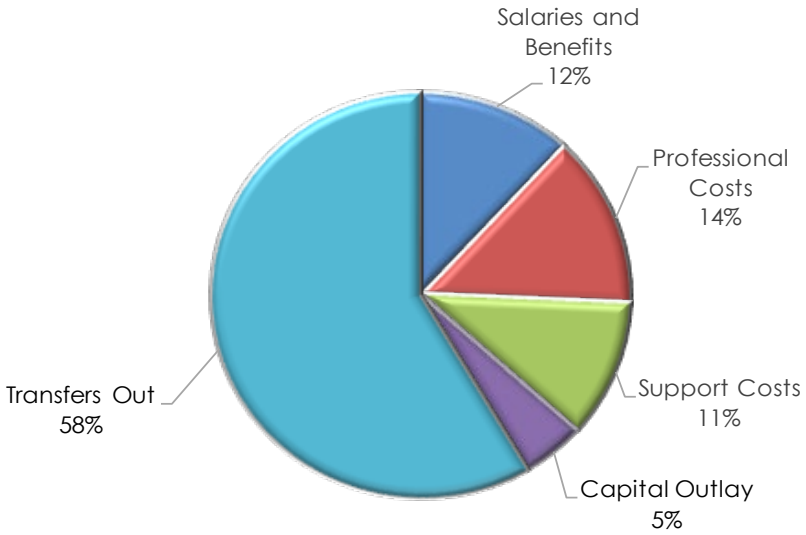
External Affairs Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
Legislative action submittals to Commission	6	3	6	6
Commission-adopted legislative positions by vote or pursuant to the Commission-adopted platform	6	6	6	6
Letters received supporting state/federal/regional funding pursuits (grants, earmarks, etc.)	25	196	100	100
Targets of state and federal strategic legislative, budgetary, and regulatory engagement at the direction of the Commission or pursuant to the Commission-adopted platform.	10	29	30	30
Speakers bureau/stakeholder presentations/events/meetings (virtual and in-person)	75	25	50	50
Social media postings per week (average per platform)	6	5	5	5
Facebook followers	10,500	12,544	13,500	14,850
Twitter followers	1,400	1,469	1,700	1,850
Instagram followers	900	2,480	3,500	4,000
The Point postings per month (average)	4	4	4	4
The Point subscribers	4,500	6,021	6,400	6,850
Website visitors per quarter (average)	33,000	46,124	50,000	55,000

Finance

Mission Statement:

Finance safeguards the Commission's assets and maintains strong and prudent fiscal controls in accounting, budgeting, procurements, debt financing, investing, and financial reporting including ongoing disclosure to all interested parties. Finance seeks financing alternatives that complement the Commission's strategic policy goals and objectives.

Chart 29 – Finance



Expenditures

The Finance Department's total budget is $17,228,600 (Table 45) and reflects an overall increase of 2%. Department staffing costs will total $2,052,800 totaling 10.5 FTE allocations and reflects a 4% pool for performance merit-based salary increases. Professional costs of $2,372,400 include various services related to general and specialized legal, financial and investment advisory, compliance audits, debt management, annual financial report, annual graphic design and publications, and procurement. Support costs of $1,879,900, which include insurance, printing, and staff training, are expected to increase due to rising insurance costs and increased staff training and travel post COVID-19. Capital outlay of $840,000 includes an ERP financial implementation, including budget and timekeeping software implementations. Transfers out of $10,000,000 and $83,500 are related to funding a portion of the sales tax debt service interest payments and administrative costs to the General fund, respectively, from the 2009 Measure A Western County bond financing program.

Table 45 – Finance Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 1,748,600	$ 1,974,000	$ 1,953,400	$ 2,052,800	$ 78,800	4%
Professional Costs						
Legal Services	30,400	201,000	28,200	276,000	75,000	37%
Audit Services	411,000	513,500	513,500	762,400	248,900	48%
Financial Advisory	(200)	200,000	100,000	200,000	-	0%
Professional Services - General	806,000	1,496,300	1,233,000	1,134,000	(362,300)	-24%
Total Professional Costs	1,247,200	2,410,800	1,874,700	2,372,400	(38,400)	-2%
Support Costs	865,000	1,086,300	1,085,900	1,879,900	793,600	73%
Capital Outlay	115,000	1,313,900	588,900	840,000	(473,900)	-36%
Transfers Out	10,014,600	10,080,800	10,080,800	10,083,500	2,700	0%
TOTAL Finance	$ 13,990,400	$ 16,865,800	$ 15,583,700	$ 17,228,600	$ 362,800	2%

Finance Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Accountant	1.97	1.96	2.00
Accounting Assistant	2.00	2.00	2.00
Accounting Supervisor	1.00	1.00	1.00
Accounting Technician	1.00	2.00	2.00
Chief Financial Officer	0.59	0.77	0.60
Deputy Director of Finance	0.94	0.94	0.95
Deputy Director of Financial Administration	0.33	0.40	0.60
Financial Administration Manager	0.05	0.02	0.08
Financial Analyst	0.07	0.05	0.06
Procurement Analyst	0.77	0.15	0.15
Procurement Manager	0.37	0.10	0.25
Senior Administrative Assistant	0.44	0.45	0.45
Senior Financial Analyst	0.63	0.60	0.30
Senior Management Analyst	0.00	0.01	0.00
Senior Procurement Analyst	0.64	0.10	0.10
FTE	10.80	10.55	10.54

Department Overview

Finance and Accounting

Commission resources are allocated to assure financial stability and fiscal accountability. Finance activities include investing and monitoring the Commission's cash resources, planning and directing financial transactions, and subsequent monitoring for both legal and regulatory requirements. Adequate cash flow must be maintained while at the same time prudently investing operating and capital project funds in accordance with the Commission approved investment policy. Borrowing needs are evaluated based on project or operational needs which may result in the issuance of either short- or long-term debt. Once debt is issued, there are continuing disclosure responsibilities including interaction with financial advisors, bankers, dealers and remarketing agents, underwriters, bond counsel, bond insurers, trustees, issuing and paying agents, arbitrage consultants, investment managers, and rating agencies as well as providing regular and consistent information disclosure to investors who hold the Commission's sales tax revenue and toll revenue bonds and the U.S. DOT for TIFIA loans.

Fiscal accountability involves receiving all funds due the Commission, paying all Commission obligations, maintaining the general ledger, reporting regularly on the Commission's fiscal results, and development and subsequent monitoring for the budget. Fiscal accountability requires the coordination of budget planning and monitoring and the accurate and timely accounting for all

funding sources, including compliance with all applicable laws and regulations governing those funds. Accounting encompasses cash receipt and disbursement functions, maintenance of the general ledger including project cost accounting, payroll processing, debt and investment management, quarterly and annual financial reporting, and retention of and coordination with independent auditors. In connection with its accounting and financial reporting responsibilities, the Commission will continue to monitor financial reporting standards and implement new pronouncements, when required.

The Commission also recognizes the importance of accountability for the organization. As a result, the Commission is highly regarded by individuals, peers, other organizations, and government officials at a local, regional, state, and national level(s). Measures have been implemented related to oversight, reporting, fraud, internal control, and ethics to maintain the public's confidence in the Commission, including participation in the Government Finance Officers Association (GFOA) certificate programs. While the Commission continues to participate in GFOA's Certificate of Achievement for Financial Reporting Program, it did not participate in the Distinguished Budget Presentation program in recent years due to concurrent implementation of various programs. Like the prior years as a result of the reallocation of staff resources to software implementation, the Commission will not submit the FY 2023/24 budget to the program; however, the budget document approved by the Commission provides essential information without immaterial details provided in prior years that were required by the GFOA budget program.

Procurement Management

Procurement management is responsible for the purchase of all goods and services, in accordance with the Commission's Procurement Policy Manual and federal and state funding requirements to ensure the implementation of the Commission's projects and programs. The procurement process is centralized and includes conducting outreach, issuing solicitations, oversight of the proposal evaluation process, conducting contract negotiations, recommending contract award, and updating procurement policies and procedures as required. After contract award and during the contract lifetime, contract administration activities include issuing contract task orders and amendments; ensuring compliance with contract terms, conditions, and deliverables; and monitoring contract balances to prevent contract overruns. The Commission approved the revised Procurement Policy Manual in February 2021 to include the RCA procurement policies and procedures.

Procurement management also includes oversight of the Commission's DBE and SBE program. This includes developing DBE contract goals, attending various DBE/SBE outreach events to encourage participation on Commission contracts, monitoring DBE participation achievement, and ensuring all vendors have an equal opportunity to provide the Commission with goods and services.

Risk management includes identifying Commission insurance needs to protect the Commission's assets, such as its commuter rail stations, toll facilities, and vacant land, and to ensure that insurance requirements for services purchased with public funds are applied in the Commission's best interests. Activities also include reviewing scopes of work to ensure insurance limits are adequate, tracking consultant insurance certificates, managing claims, and annually reviewing and renewing the Commission's insurance policies.

Department Goals

F1 – Protect the Commission's cash resources by regular monitoring of investment practices to ensure consistency with established investment policy. *(Policy Goal: Operational Excellence)*

F2 – Manage the Commission's outstanding debt ensuring compliance with applicable laws and regulations and continued investor awareness and receptivity to the Commission's debt portfolio. *(Policy Goal: Operational Excellence)*

F3 – Ensure the Commission and funding recipients comply with Measure A and TDA laws and regulations as they relate to the annual financial and compliance audits as well as close cooperation and coordination with independent auditors. *(Policy Goal: Operational Excellence)*

F4 – Maintain fiscal and budgetary control through monitoring of periodic results and ensuring consistency with the Commission's strategic goals and objectives. *(Policy Goal: Operational Excellence)*

F5 – Assure fiscal accountability for Commission funds with general ledger accounting and financial reporting consistent with generally accepted accounting principles. *(Policy Goal: Operational Excellence)*

F6 – Develop and maintain an organizational accountability program encompassing financial and operational functions. *(Policy Goal: Operational Excellence)*

F7 – Procure goods and services from qualified consultants, contractors, and other vendors in accordance with the Commission's Procurement Policy Manual and applicable laws and regulations at a competitive price. *(Policy Goal: Operational Excellence)*

F8 – Review existing procurement policies and procedures. *(Policy Goal: Operational Excellence)*

F9 – Protect the Commission's assets by ensuring appropriate insurance is obtained. *(Policy Goal: Operational Excellence)*

ID	Finance Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
F1	Average yield on investments	.10% operating and debt proceeds	1.2% operating and 1.6% debt proceeds	1.10% operating and debt proceeds	1.10% operating and debt proceeds
F2	Sales tax revenue bonds rating[1]	Aa2/AA+/AA	Aa2/AA+/AA	Aa2/AA+/AA	Aa2/AA+/AA
F2	Toll revenue bond rating: 2013 Bonds 2021 Refunding Bonds, Series A, B-1, B-2 2021 Refunding Bonds, Series C	 A/BBB+ A/BBB+ A-/BBB	 A/BBB+ A/BBB+ A-/BBB	 A/BBB+ A/BBB+ A-/BBB	 A/BBB+ A/BBB+ A-/BBB
F2	TIFIA loan rating: 2013 TIFIA Loan[2] 2017 TIFIA Loan	 N/A BBB-/BBB	 N/A BBB-/BBB	 N/A BBB-/BBB	 N/A BBB-/BBB
F2	Commercial paper rating	P-1/A-1	P-1/A-1	P-1/A-1	P-1/A-1
F3	Audit adjustments	0	0	0	0
F5	GFOA Certificate of Achievement	Awarded	Awarded	Awarded	Awarded
F5	Accounts payable invoices processed	7,000	7,660	7,700	7,700
F5	Accounts payable checks processed	3,800	4,050	4,100	4,100
F5	Payroll hours processed	156,900	146,200	168,400	168,400
F5	Accounts receivable invoices processed	300	350	360	360
F7	Agreements processed	210	220	205	215

[1]Sales Tax Bonds includes 2010, 2016, 2017 and 2018 debt issuances.

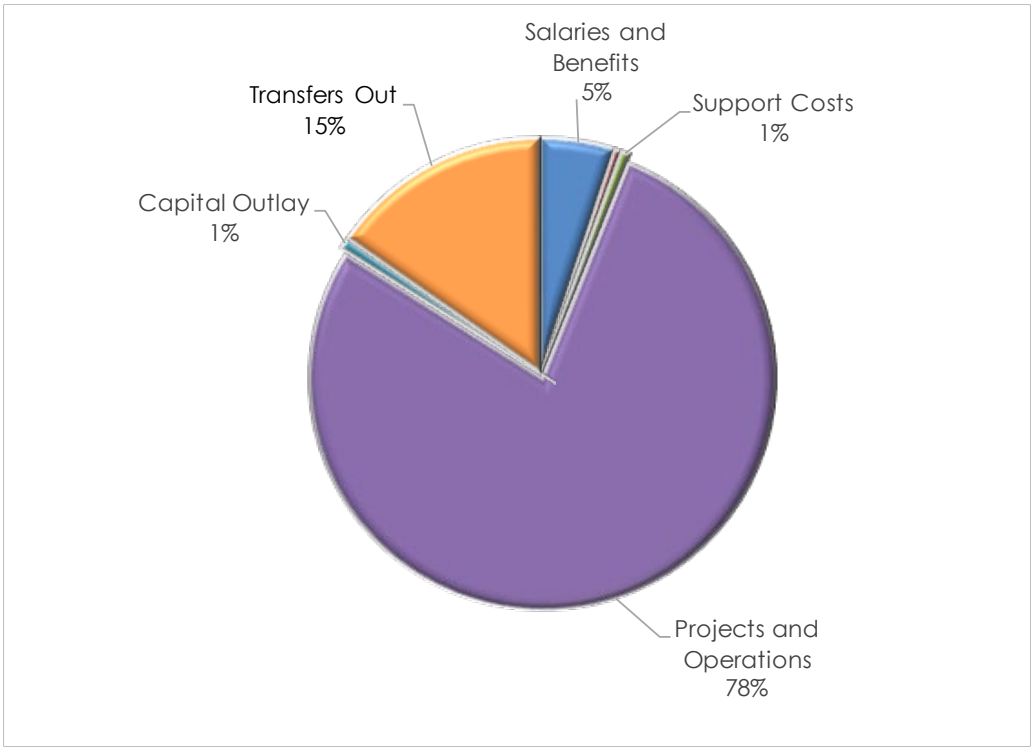
[2]2013 TIFIA loan was prepaid in connection with the 2021 Toll Refunding Bond issuance in October 2021.

Planning and Programming

Mission Statement:

Planning and Programming exerts leadership in transportation planning and the pursuit and programming of funds to improve mobility, foster environmental stewardship, expedite project delivery, and form partnerships with local, regional, state, and federal agencies resulting in maximum returns on local investment. Planning and Programming also supports a coordinated regional approach to solve transportation funding issues.

Chart 30 – Planning and Programming



Expenditures

Planning and Programming expenditures of $29,600,500 reflects an increase of $18,916,900 or 177% (Table 46). Salaries and benefits total $1,478,200 and reflects a 32% increase due to the net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional services totaling $128,100 decreased 10% and includes include air quality analysis; project database management; local, regional, and state planning activities; on-call goods movement consultants; and legal services. Support costs decreased 46% or $147,400 and include annual project management database maintenance, various membership dues, and staff-related travel costs. Projects and operations costs increased 237% due to right of way activity for the Santa Ana River Trail Extension project for the District, transit-oriented communities studies, and REAP 2.0. Capital outlay $200,000 includes the final year of the development of the Commission's new project management database. Transfers out include $3,537,400 for administrative costs to the General fund and $1,000,000 contribution for the I-15 Corridor projects in the 2009 Measure A Western County highway fund.

Table 46 – Planning and Programming Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 957,100	$ 1,117,300	$ 899,700	$ 1,478,200	$ 360,900	32%
Professional Costs						
Legal Services	16,700	80,500	40,000	89,000	8,500	11%
Professional Services - General	5,100	62,000	62,000	39,100	(22,900)	-37%
Total Professional Costs	21,800	142,500	102,000	128,100	(14,400)	-10%
Support Costs	10,100	323,500	184,200	176,100	(147,400)	-46%
Projects and Operations						
Program Operations	135,500	316,400	271,400	309,700	(6,700)	-2%
Engineering	588,000	2,060,000	1,675,000	1,581,000	(479,000)	-23%
Construction	-	311,000	311,000	35,000	(276,000)	-89%
Right of Way	-	150,000	34,000	4,440,000	4,290,000	2860%
Special Studies	1,069,200	1,188,400	1,188,400	14,390,000	13,201,600	1111%
Operating and Capital Disbursements	1,338,800	2,829,500	2,829,500	2,325,000	(504,500)	-18%
Total Projects and Operations	3,131,500	6,855,300	6,309,300	23,080,700	16,225,400	237%
Capital Outlay	480,300	250,000	250,000	200,000	(50,000)	-20%
Transfers Out	408,600	1,995,000	861,300	4,537,400	2,542,400	127%
TOTAL Planning and Programming	$ 5,009,400	$ 10,683,600	$ 8,606,500	$ 29,600,500	$ 18,916,900	177%

Planning and Programming Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Capital Project Manager	0.43	0.40	0.40
Deputy Executive Director	0.04	0.07	0.02
Executive Director	0.50	0.33	0.28
IT Administrator	0.00	0.02	0.00
Management Analyst	0.00	1.00	0.30
Multimodal Services Director	0.08	0.30	0.30
Planning and Programming Director	1.00	1.00	1.00
Planning and Programming Manager	1.00	1.00	1.00
Procurement Analyst	0.00	0.08	0.09
Procurement Manager	0.00	0.06	0.00
Project Delivery Director	0.02	0.06	0.04
Public Affairs Manager	0.01	0.02	0.03
Right of Way Manager	0.00	0.02	0.10
Senior Administrative Assistant	0.01	0.01	0.01
Senior Capital Project Manager	0.00	0.00	0.20
Senior Management Analyst	1.04	1.21	2.34
Senior Procurement Analyst	0.00	0.14	0.12
FTE	4.13	5.72	6.24

Department Overview

Transportation Planning and Programming

The Planning and Programming Department is responsible for short- and long-range transportation planning and programming.

The department's planning role involves working with the Federal Highway Administration, FTA, CTC, Caltrans, SCAG, councils of governments, local agencies, and other county transportation commissions in the region on various planning efforts such as:

- Development and implementation of SCAG's current RTP/SCS, Connect SoCal;
- Development of multi-modal corridor and goods movement plans; and
- Collaboration on active transportation plans.

Programming specifically involves the development, review, and approval of projects for various funding programs, particularly those where the Commission has a responsibility for project nominations. Additionally, programming involves the monitoring of projects from project selection through construction close-out. In order to receive federal funds and approvals, projects must be included in the RTP and FTIP in accordance with project delivery schedules and financial constraint requirements. This also includes regionally significant projects that are state only or locally funded.

SCAG, as the metropolitan planning organization (MPO), is responsible for incorporating all six county (Imperial, Los Angeles, Orange, Riverside, San Bernardino, and Ventura) transportation improvement programs into one regional programming document – the RTP/SCS. SCAG also conducts a conformity analysis with the adopted air plans to ensure compliance with the National Ambient Air Quality Standards, as stipulated by Environmental Protection Agency's Transportation Conformity Rule, and GHG reduction targets adopted by California Air Resources Board. The RTP/SCS is updated every four years and the FTIP is updated biennially. Additionally, each FTIP cycle includes an opportunity to amend individual projects approximately every month. RTP amendments are less frequent as they require air quality conformity analyses. FTIP amendments can occur for minor project changes that do not affect the conformity determination.

The Planning and Programming Department is responsible for allocating and programming the following local, state, and federal funding sources:

Local Sources	State Sources	Federal Sources
2009 Measure A, including MARA, new corridors, and local streets and roads	SB 821 for bicycle and pedestrian projects (TDA – Article 3)	STBG, formerly Surface Transportation Program
Western County TUMF regional arterial program and CETAP	STIP-RIP	CMAQ
	ATP MPO County share	Highway Infrastructure Program (HIP)
	SB 1 LPP Formula Share	Transportation Alternatives Program (TAP)[1]
		Carbon Reduction Program (CRP)

[1]TAP funds are combined with state/MPO ATP Call for Projects administered by CTC.

The high demand for reporting and monitoring the progress of projects is essential to prevent federal and state funds from lapsing. The Planning and Programming Department assists the Capital Project Development and Delivery Department, the Toll Department, and local agencies by participating in regular project delivery team meetings and preparing and submitting the request for authorization/allocation of federal and state funding for Commission-led projects. In addition, staff monitors allocation and award deadlines, expenditures, project closeouts, and inactive projects with federal and state funds to prevent loss of funding. Weekly team meetings facilitate communication between team members to centralize information which further ensures timely project advancement. Monthly meetings with Caltrans Local Assistance are also held to coordinate and address any issues with federal and state funding obligations. To streamline the monitoring and tracking of these funds, the Planning and Programming Department procured a software developer to create a custom database solution. The new database system also includes two other modules that will help administer the Measure A local streets and roads and the LTF SB 821 bicycle and pedestrian programs.

Partnership development, public and private, is critical to the Commission's continued success in affecting positive transportation decisions to meet future demands. Commission staff works in close coordination with its partners to advocate for federal, state, and local funding to improve mobility, mitigate the impacts of goods movement, and streamline the programming and project delivery process.

Federal Funding

STBG, CMAQ, HIP, TAP/ATP, and CRP: The Commission is responsible for programming STBG, CMAQ, and HIP funds on transportation projects in the County. The Commission's policy states that priority shall be given to the Western County Highway Delivery Plan-supporting projects for programming of STBG and CMAQ funds designated for the South Coast Air Basin. The Commission delegates the selection of projects for CMAQ funds apportioned to the Salton Sea Air Basin to CVAG.

Through SB 99 and Assembly Bill (AB) 101, the State developed the ATP, which consolidated federal and state funding that traditionally funded bicycle and pedestrian projects, including the federal TAP. The CTC administers the ATP, a program designed to encourage increased use of active modes of transportation such as biking and walking. The Planning and Programming Department is involved with the development of the guidelines by participating in workshops and through the Regional Transportation Planning Agencies (RTPA) group to represent the County's best interest for each call for projects cycle.

In November 2021, the Infrastructure and Jobs Act (IIJA) was passed into law. With the passage of IIJA, the CRP was created. The purpose of the CRP is to provide funding to projects that decrease transportation emissions. CRP funding is apportioned to regions and local agencies based on population. The Commission is responsible for allocating CRP funds.

State Funding

STIP-RIP: The Commission works on the development of the Regional Transportation Improvement Program, the required document for programming STIP-RIP funding, in addition to monitoring delivery of STIP-RIP projects to ensure the allocation and expenditure of projects by the respective deadlines.

Each county transportation commission throughout the State is responsible for programming RIP funds, which represents 75% of the total STIP funding available statewide for capital enhancement projects. The 75% funding level is then further distributed with 60% of the funds allocated to southern California and 40% to northern California. A population formula is then applied to determine county funding levels called "county shares." The Commission is responsible for ensuring that projects funded with RIP funds are administered and implemented consistent with CTC and Caltrans policies. It is the Commission's policy to set aside 2% off the top of new programming capacity for staff support to carry out STIP PPM activities. The remaining RIP funds are further distributed geographically among Western County, Coachella Valley, and Palo Verde Valley per the Commission's intra-county STIP formula. The Commission may also consider a call for projects for RIP discretionary funds when sufficient programming capacity is available.

The Commission is responsible for approving projects for RIP funds in Western County and coordinating with Caltrans on the selection of Interregional Improvement Program funds as part of the STIP approved by the CTC every two years. The Commission has delegated the authority to nominate projects for RIP funds in the Coachella Valley to CVAG. A MOU between the city of Blythe, representing Palo Verde Valley, and the Commission allows the city to trade RIP funds for local streets and roads Measure A sales tax funds.

SB 1: The State Legislature and Governor approved SB 1 in April 2017. This transportation tax provides annual revenues for transportation purposes statewide, with a portion coming directly to Riverside County. The CTC is responsible for administering the majority of the SB 1 programs. Staff works with the CTC, Caltrans, SCAG, and other RTPAs in the development of SB 1 program guidelines for each funding cycle. The Commission receives LPP formula funds over a two-year cycle. The Commission is eligible to submit project applications for the SB 1 Solutions for Congested Corridors Program (SCCP), Trade Corridor Enhancement Program (TCEP), and LPP competitive programs.

The CTC administers federal TAP funds under the State's ATP that was created by SB 99 and AB 101 to encourage increased use of active modes of transportation, such as biking and walking. Federal TAP funds are authorized each year by the passage of the state budget and are combined with other state funds, including those from SB 1, dedicated to active transportation investments.

SB 821: SB 821, also known as TDA Article 3, projects are funded by 2% of LTF revenues; the expenditures under this program are included in the LTF special revenue fund and reflected in the Public and Specialized Transit Department since the LTF activities relate primarily to transit funding. The Commission released a call for projects in February 2023 and will award projects in June 2023.

Local Funding

2009 Measure A Western County Regional Arterial Program: The Planning and Programming Department manages the 2009 Western County MARA program. The expenditures for these regional arterial capital projects are included in the Capital Project Development and Delivery Department budget. The Commission has programmed MARA funds on projects based on a multi-funding call for projects or separate requests. The Commission released regional arterials call for projects in February 2023 and will award projects in summer 2023.

2009 Measure A Local Streets and Roads: In order to receive Measure A local streets and roads funding each year, the Commission requires the local jurisdictions to submit a five-year CIP based on Measure A revenue projections. Additionally, the local jurisdictions are required to submit a Maintenance of Effort (MOE) certification consistent with adopted MOE guidelines and participate in the MSHCP and in the local agency's respective TUMF program, as applicable. The Planning and Programming Department processes administrative amendments to CIPs for minor changes that do not affect the total programmed amount or are within budget levels. Significant changes require Commission approval.

Western County TUMF Regional Arterial Program and CETAP: WRCOG administers the Western County TUMF program and collects the fees from participating jurisdictions. WRCOG disburses to the Commission approximately 48.1% of the TUMF funds collected. The Commission further distributes these funds equally to the Commission's TUMF CETAP corridors and regional arterial programs. In September 2004, the Commission established a program and approved the programming of 23 regional arterial projects. Since then, the Commission has received and approved separate requests for funding. Most recently, the Commission released regional arterials call for projects in February 2023 and will award projects in summer 2023. The expenditures for these regional arterial and CETAP capital projects are included in the Capital Project Development and Delivery Department budget. Planning and Programming staff monitors TUMF regional arterial and CETAP projects based on the agreements between local agencies and the Commission. In addition, Commission staff works with local agencies regarding amendments to agreements and any issues regarding project delivery. Staff coordinates future programming of additional TUMF regional arterial and CETAP projects with WRCOG and local jurisdiction staff.

Funding Pursuit

Having a local sales tax measure dedicated to transportation improvements gives Riverside County the ability to leverage Measure A funds in pursuit of competitive regional, state, and federal funding opportunities. The Planning and Programming Department, in collaboration with other departments, monitors competitive grant opportunities. Regional and local projects are identified that have the potential to meet each funding opportunity's criteria. An analysis is conducted to determine the feasibility of a grant application being successful, and a decision is made whether to pursue any given funding opportunity. In 2017, the Commission established a bench of four firms to assist in these pursuits. This contract term for the bench expires June 30, 2023. The bench was reprocured in winter 2023.

In November 2022, the Commission partnered with the County of Riverside and Metrolink to request approximately $25 million in CTC administered LPP funding to improve 8.6 miles of the Mid County Parkway Ramona Expressway Project and $13.5 million to improve 6.5 miles of the Metrolink Double Track Project. These two projects were combined and submitted to the CTC for $60 million in SCCP funding. If awarded, spending is anticipated to begin in FY 2024/25.

Long Range Planning and Congestion Management

The Commission's involvement with long-range planning efforts includes the coordination and input into planning efforts throughout the County, southern California region, and statewide. These efforts involve participation in local, bi-county, and regional corridor plans and studies, including the continued development of the CETAP corridors.

- The passage of SB 1 created and funded the SCCP competitive grant program. SB 1 requires that SCCP funding be available for projects that make specific performance improvements and are part of a comprehensive multimodal corridor plan designed to reduce congestion in highly traveled corridors. In preparation of future SCCP pursuits, the Commission partnered with SBCTA, Caltrans District 8, and SCAG to develop the Inland Empire Comprehensive Multimodal Corridor Plan (IE CMCP), which the Commission adopted in October 2020 and updated in November 2022. The IE CMCP goes beyond traditional freeway planning and identifies potential multimodal infrastructure opportunities within Western Riverside County and the valley-area of San Bernardino County. The Commission would like to work with CVAG to develop a multimodal corridor plan for the Coachella Valley.
- The Commission commenced its first Countywide Long Range Transportation Study (LRTS) in 2017, which was completed in December 2019. The LRTS provides a vision of Riverside County's future integrated transportation system and serves as a document to advocate for changes to transportation policy, legislation, and funding. It also includes a comprehensive review of projects, including highways, arterials, grade separations, transit, and active transportation improvements.
- The RTP is a 25-year transportation plan developed by SCAG in conjunction with county transportation commissions, sub-regional agencies, local agencies, transit operators, and other interested parties within the SCAG six-county region. The SCAG 2020 RTP, adopted in May 2020, incorporates SCS as required under SB 375. The SCS component establishes goals for projects, programs, and land-use designed to reduce GHG emissions. SCAG has initiated efforts on the 2024 RTP and Commission staff has participated in the SCAG working groups that guide the development of the 2024 RTP.
- Through funding from the FTA, the Commission is developing the Transit-Oriented Communities Strategic Plan to establish a regional vision of transit-oriented development (TOD) that will support local economic development, increase Metrolink ridership, and decrease auto trips which improves local and regional traffic congestion. The study will recommend strategies that incentivize TOD within a five-mile radius of the eight Metrolink stations along the Perris Valley Line. The Commission will collaborate with community members, private developers, and staff

from the cities of Perris, Moreno Valley, Riverside, and Corona, the March Joint Powers Authority, and the County of Riverside to develop the study. The plan will be a future resource for these agencies as they consider TOD opportunities in their jurisdictions.

- Statewide planning efforts involve participation in the development of the California Transportation Plan, freight/goods movement, interregional highways, and air quality plans, to name a few.

The Commission also serves as the CMA for the County and is responsible for developing and updating the Congestion Management Program (CMP). The CMP was developed to meet federal Congestion Management System requirements since state CMP is a voluntary program. The CMP's highways and regional arterials are regularly monitored to ensure that they are operating at acceptable levels (above Level of Service "F"). If a deficiency occurs along the CMP system, the Commission will review the cause of congestion and determine projects and programs that can alleviate the congestion along with potential funding.

Regional Issues - Freight

The Commission focuses on facilitating ongoing commitments as well as being responsive to various emerging regional and statewide issues relating to freight/goods movement that traverse the southern California region.

The Commission participates in the California Freight Advisory Committee (CFAC). CFAC is a chartered member advisory body representing public and private sector freight stakeholders, including representatives of ports, shippers, carriers, freight-related associations, the freight industry workforce, Caltrans, and RTPAs. CFAC meets quarterly at various locations across the state to participate in the development of the California Freight Mobility Plan and to advise the State on freight-related priorities, issues, projects, and funding needs.

The Commission also works with SCAG and partners from the Southern California Consensus Group (Ports of Long Beach and Los Angeles, Alameda Corridor Transportation Authority, Alameda Corridor East Construction Authority, SBCTA, OCTA, Los Angeles County Metropolitan Transportation Authority, Ventura County Transportation Commission, SCAG, and SCRRA) to identify goods movement priorities in the SCAG region.

In 2017, a Companion Study was completed for the 2012 Grade Separation Priority Update Study. The 2012 study was completed to update information regarding improving each of the remaining 46 at-grade crossings. The 2017 study identified 11 grade crossings considered as high priorities for the local jurisdictions for the next 10 years. The Commission continues to work closely with the local jurisdictions to develop funding strategies and provide funding assistance to support projects that are vital for economic growth and reduction of conflicts between rail and road traffic.

In May 2019, the Commission approved the Logistics Mitigation Fee Nexus Study. The study was started in 2017 to evaluate a logistics-related regional fee on new warehousing facilities as a result of a settlement agreement between the Commission, the County of Riverside, the city of Moreno Valley, and Highland Fairview in response to litigation involving the World Logistics Center. Highland Fairview is the developer of the World Logistics Center, which is planned to encompass more than 40 million square feet of large-scale logistics operations in the eastern portion of the city of Moreno Valley. A result of the study could be a new program that would, for example, set a fee on new distribution center warehouses to offset the cost of highway improvements caused by the growth in truck trips originating or ending in the County. The Commission may consider the implementation of such a program in a future year.

Other Agency Projects

The Commission entered into a MOU with the District for the Santa Ana River Trail Extension projects. The projects are a joint effort with several public and private agencies including the county of Orange and the United States Army Corps of Engineers.

Santa Ana River Trail Extension (P007201 & P007202)
Provide support to the District for the Santa Ana River Trail Extension projects under a cooperative planning and development agreement. The District is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction. The District is responsible for 100% of costs.

FY 2023/24 Cost	$	1,581,000	Engineering
	$	35,000	Construction
	$	4,440,000	Right of way
	$	700,700	Other project-related costs
Funding Impact	Costs will be funded by the District.		
Operating Budget Impact	N/A; operations are the responsibility of the District.		

Department Goals

PP1 – Build upon relationships with local, regional, state, and federal agencies to coordinate short- and long-range planning to ensure that transportation projects receive funding and approvals and are delivered timely. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

PP2 – Continue to seek a stronger role for county transportation commissions in state and regional transportation and air quality programs to direct funding for programs and projects that will improve air quality, mobility, and the economy in the County. *(Policy Goals: Quality of Life, Connecting the Economy)*

PP3 – Support local, regional, and state planning efforts in cooperation with SCAG, WRCOG, CVAG, Caltrans, and local agencies including, but not limited to, transportation and air quality modeling updates/upgrades, corridor or focused area studies, development of active transportation plans, or any planning related to the implementation of the RTP/SCS and state and federal planning regulations. *(Policy Goals: Quality of Life, Responsible Partner)*

PP4 – Maintain support of the SCAG regional FTIP and Commission project databases to allow for efficient monitoring of projects and funding obligations with the ability to share project information with local jurisdictions. *(Policy Goal: Operational Excellence)*

PP5 – Ensure maximum funding and flexibility for projects funded with STIP-RIP, SB 1, ATP, and federal funds. *(Policy Goal: Quality of Life)*

PP6 – Provide support to the Commission's Capital Project Development and Delivery, Toll Delivery, Multimodal, and Finance departments to maintain project funding and schedules and minimize programming-related delays. *(Policy Goals: Quality of Life, Operational Excellence)*

PP7 – Collaborate with local agencies in the development of Measure A CIPs, program funding guidelines, and grant applications for local, regional, state, and federal funding programs, including facilitating allocation and obligation processes required for project delivery. *(Policy Goals: Quality of Life, Operational Excellence)*

PP8 – Continue to work with state and federal agencies to streamline processes for funding and project approvals. *(Policy Goals: Quality of Life, Operational Excellence)*

ID	Planning and Programming Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
PP1	RTP/FTIP amended projects	200	85	28	40
PP2	SB 821 projects awarded and monitored for extensions and reimbursements	35	37	28	38
PP3	RTP/SCS update projects reviewed	610	564	610	N/A[1]
PP4	Biennial 2023 FTIP Project updates	380	319	N/A	330
PP1 PP5	STIP/TCEP/SB 1/ATP programming, allocations, amendments, and extensions for Commission and local agency projects	32	32	34	40
PP5 PP6 PP7 PP8	Federal projects monitored for obligation authority delivery	6	16	20	25
PP5 PP7	State and federal grants pursued	2	1	3	1
PP6	TUMF regional arterial and CETAP projects monitored for implementation/expenditures	2	3	3	3
PP6	TUMF agreements/amendments	1	2	10	0
PP6	Measure A projects monitored for implementation/expenditures	3	5	5	5
PP6	MARA agreements/amendments	3	3	3	10
PP7	Measure A local streets and roads CIP projects	250	248	265	255
PP7	Review and processing of Measure A CIP project amendments and extension requests	10	9	7	7

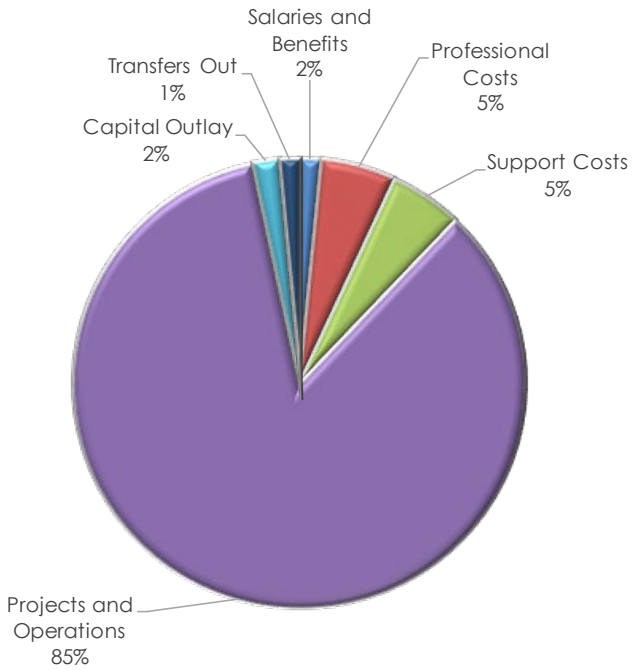
[1] In FY 2023/24 SCAG will not accept RTP/SCS projects

Rail

Mission Statement:

Rail develops and supports passenger rail transportation options for increased mobility within Riverside County and the region.

Chart 31 – Rail



Expenditures

Rail expenditures of $59,091,100 include Metrolink operations and capital support as well as maintenance and operations of the nine Commission-owned and operated commuter rail stations (Table 47). Salaries and benefits reflect a $53,300, or 5% decrease and includes a 4% pool for performance merit-based salary increases. Professional costs, which include legal and consultant services, increased 149% due to refocusing department planning efforts to better position the agency to benefit from increased federal funding opportunities for rail projects. Support costs include station maintenance, media ads, printing services, and marketing incentives and increased 9% primarily due to efforts to restore ridership to pre-pandemic levels. Projects and operations expenditures of $49,978,300 increased 9% due to slow ridership and revenue recovery that requires additional operating subsidy to cover expenses. Program operations comprise rail state of good repair and a $45,100,000 operating contribution for SCRRA Metrolink operations including the PVL service. The Commission's commuter rail program intends to utilize existing mechanisms within Metrolink to assess and monitor operations and budget performance. Program operations relate primarily to station operations. The "next generation" rail feasibility study is included in special studies. Capital outlay of $1,155,500 reflects a 32% decrease and is due to fewer operations funded station-related improvements compared to the prior year. Transfers out of $820,600 relate to administrative costs to the General fund.

Table 47 – Rail Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 721,100	$ 970,400	$ 970,400	$ 917,100	$ (53,300)	-5%
Professional Costs						
Legal Services	61,400	215,000	70,500	175,000	(40,000)	-19%
Audit Services	-	20,000	10,000	20,000	-	0%
Professional Services - General	990,200	1,024,300	633,000	2,941,500	1,917,200	187%
Total Professional Costs	1,051,600	1,259,300	713,500	3,136,500	1,877,200	149%
Support Costs	2,392,400	2,836,400	2,695,400	3,083,600	247,200	9%
Projects and Operations						
Program Operations	3,227,100	3,767,400	3,735,800	4,378,300	610,900	16%
Right of Way	-	-	-	-	-	N/A
Special Studies	5,900	100,000	100,000	500,000	400,000	400%
Operating and Capital Disbursements	7,198,600	42,020,500	38,498,500	45,100,000	3,079,500	7%
Total Projects and Operations	10,431,600	45,887,900	42,334,300	49,978,300	4,090,400	9%
Capital Outlay	1,730,800	1,694,000	608,000	1,155,000	(539,000)	-32%
Debt Service	14,400	-	-	-	-	N/A
Transfers Out	541,600	1,023,400	1,023,400	820,600	(202,800)	-20%
TOTAL Rail Maintenance and Operations	$ 16,883,500	$ 53,671,400	$ 48,345,000	$ 59,091,100	$ 5,419,700	10%

Rail Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Capital Project Manager	0.03	0.00	0.10
Community Engagement Manager	0.00	0.01	0.05
Deputy Director of Financial Administration	0.07	0.05	0.00
Deputy Executive Director	0.00	0.01	0.05
External Affairs Director	0.00	0.01	0.02
Facilities Administrator	0.83	0.67	0.73
IT Administrator	0.00	0.02	0.00
Legislative Affairs Manager	0.00	0.01	0.01
Management Analyst	0.99	0.83	0.70
Multimodal Services Director	0.46	0.35	0.35
Procurement Analyst	0.04	0.27	0.29
Procurement Manager	0.14	0.17	0.16
Project Delivery Director	0.02	0.20	0.02
Public Affairs Manager	0.06	0.06	0.11
Rail Manager	1.00	1.00	1.00
Senior Administrative Assistant	0.01	0.00	0.01
Senior Capital Project Manager	0.01	0.00	0.00
Senior Management Analyst	0.15	0.05	0.22
Senior Procurement Analyst	0.02	0.27	0.21
FTE	3.83	3.98	4.08

Department Overview—Rail Operations

The Rail Department directs efforts in the areas of regional commuter rail, intercity passenger rail, high speed rail, and capital improvements to support enhanced passenger and freight rail service. The entire program includes elements of planning, programming, commuter and intercity rail development and support, station and corridor management, mitigation of community and environmental impacts, legislative and regulatory advocacy, and construction of capital projects. Other Commission departments, legal counsel, and consultants manage or support many of these elements. Departmental efforts contributing to the rail program are found throughout the budget document.

Coordination and consultation also occur with a variety of public and private entities including the California State Transportation Agency (CalSTA), CTC, Caltrans, California Public Utilities Commission, California High Speed Rail Authority (CHSRA), Federal Railroad Administration (FRA),

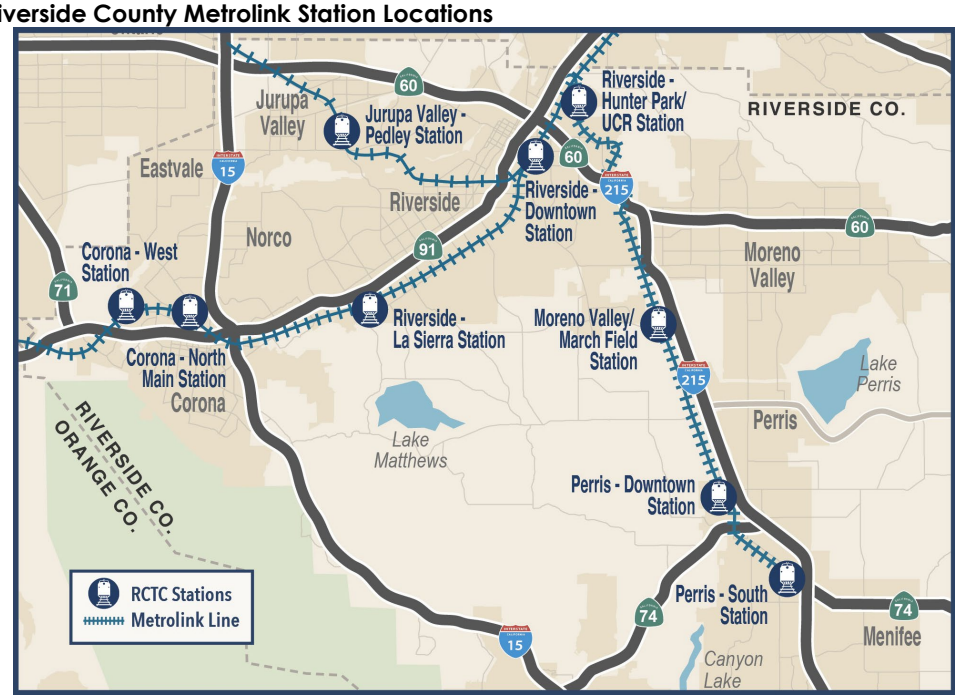
FTA, Amtrak, environmental agencies, UCR, transit providers, SCAG, WRCOG, CVAG, San Diego Association of Governments, Los Angeles-San Diego-San Luis Obispo (LOSSAN) joint powers authority, local governments, private freight railroads, businesses, and property owners.

The Commission participates in the ongoing funding and governance of Metrolink service through SCRRA, a joint powers authority consisting of the county transportation commissions of Riverside, San Bernardino, Orange, Los Angeles, and Ventura counties. The Commission holds two voting positions on SCRRA's eleven-member board. The role of chair rotates between the member agencies every two years. Commission staff serves on the five-county Member Agency Advisory Committee (MAAC) that negotiates service and funding levels, based upon each county's established priorities. The MAAC provides policy and technical guidance, coordination between various SCRRA and member agency departments, and linkages to local communities.

Of the seven commuter rail lines operated by Metrolink, three routes consisting of the Riverside, Inland Empire-Orange County, and 91/PVL directly serve Western County. Unlike the other SCRRA member agencies, the Commission owns and operates the commuter rail stations serving the County: Riverside Downtown, Jurupa Valley – Pedley, Riverside – La Sierra, Corona – West, Corona – North Main, Riverside – Hunter Park/UCR, Moreno Valley – March Field, Perris – Downtown, and Perris – South (Chart 32).

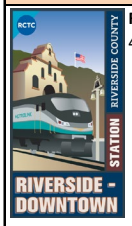
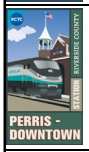
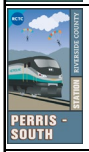
The Riverside Downtown Operations Control Center (RDOCC), located at the west end of the Riverside Downtown station, provides monitoring of closed-circuit televisions (CCTV) at the stations as well as facilities for train crews. Layover track facilities are located at the Riverside Downtown and Perris – South stations; however, SCRRA maintains the layover facilities. Station operation and maintenance costs are included in the Rail Department budget with services currently coordinated by the Capital Projects Development and Delivery Department through the Facilities Administrator. New and ongoing construction projects at these stations are described in the Capital Project Development and Delivery Department.

Chart 32 – Riverside County Metrolink Station Locations



A general description of each of the Commission-owned rail station facilities is presented in Chart 33.

Chart 33 – Commission-Owned Rail Station Facilities

	Location	In Service Date	Size	Transit Services	Primary Features
	**Riverside Downtown (P244001)** 4066 Vine Street, Riverside	June 1993	26.5 acres	Rail: 91/PVL IEOC Line Riverside Line Amtrak Bus: RTA OmniTrans SunLine Amtrak MegaBus	2 platforms with 4 boarding tracks 4 parking lots (1,240 spaces) Enclosed pedestrian bridge, elevators, stairwells
	Jurupa Valley-Pedley (P244002) 6001 Pedley Road, Jurupa Valley	June 1993	4.5 acres	Rail: Riverside Line Bus: RTA	Platform with boarding track Parking lot (288 spaces)
	Riverside-La Sierra (P244003) 10901 Indiana Avenue, Riverside	October 1995	24.69 acres	Rail: 91/PVL IEOC Line Bus: RTA	Platform with 2 boarding tracks Parking lot (1,065 spaces) Enclosed pedestrian bridge, elevators, stairwells
	Corona-West (P244004) 155 South Auto Center Drive, Corona	October 1995	5.49 acres	Rail: 91/PVL IEOC Line Bus: RTA	Platform with 2 boarding tracks Parking lot (564 spaces) Enclosed pedestrian bridge, elevators, stairwells
	Corona-North Main (P244006) 250 East Blaine Street, Corona	November 2002	6.72 acres	Rail: 91/PVL IEOC Line Bus: RTA Corona Cruiser	Platform with 2 boarding tracks Parking lot (579 spaces) Parking structure (1,000 spaces) Enclosed pedestrian bridge, elevators, stairwells
	**Perris-Downtown (P244010)** 121 South C Street, Perris	June 2016 (bus transit center opened 2010)	5.5 acres	Rail: 91/PVL Bus: RTA	Platform with boarding track Parking lot (444 spaces)
	Riverside-Hunter Park/UCR (P244020) 1101 Marlborough Avenue, Riverside	June 2016	9.35 acres	Rail: 91/PVL Bus: RTA	Platform with boarding track Parking lot (528 spaces)
	Moreno Valley/March Field (P244021) 14160 Meridian Parkway, Riverside	June 2016	14.47 acres	Rail: 91/PVL Bus: RTA Amtrak	Platform with boarding track Parking lot (476 spaces) Stairwell
	**Perris-South (P244022)** 1304 Case Road, Perris	June 2016	40.57 acres	Rail: 91/PVL Bus: RTA Amtrak	Platform with boarding track Parking lot (907 spaces)
	RDOCC (P244024) 4344 Vine Street, Riverside	April 2016	3,000 square feet	N/A	CCTV operations center Offices and meeting rooms

Station maintenance includes property management, utilities, grounds maintenance, repairs, cleaning, and security services at the Commission-owned rail stations, including the RDOCC. LTF allocations are generally used for Metrolink operating contributions and 2009 Measure A Western County rail funds are used for station maintenance. Table 48 summarizes the rail station maintenance costs.

Table 48 - Rail Station Maintenance Summary

	FY 21/22 Actual	FY 22/23 Budget	FY 22/23 Projected	FY 23/24 Budget
Equipment maintenance and repairs	$ 442,998	$ 381,700	$ 342,100	$ 400,600
Grounds maintenance and repairs	1,060,400	1,202,100	1,083,300	1,241,200
Utilities and support	487,527	529,600	566,400	604,700
Property management and operations	786,318	1,026,200	1,047,600	1,188,200
Security	2,729,559	3,191,100	3,108,100	3,506,800
Improvements	235,637	194,000	108,000	155,000
Total expenditures	$ 5,742,439	$ 6,524,700	$ 6,255,500	$7,096,500

In addition to Metrolink, the Commission participates in the governance of LOSSAN, a 351-mile network through a six-county coastal region in southern California that is the second busiest intercity passenger rail corridor in the United States (Chart 34).

Chart 34 – Southern California Passenger Rail System Map

LOSSAN is a joint powers authority originally formed in 1989 to increase ridership, revenue, capacity, reliability, coordination, and safety on the coastal rail line between San Diego, Los Angeles, and San Luis Obispo. The Commission is the newest voting member of the 11-member Board of Directors composed of elected officials representing rail owners, operators, and planning agencies along the rail corridor. The Commission is involved to promote travel options and

connections for County residents and to be engaged in decisions impacting the rail track rights the Commission purchased for commuter rail service. Commission staff also participates in the Technical Advisory Committee that provides technical assistance, service planning, and coordination between various agencies to improve customer service.

Department Goals—Rail Operations

RO1 – Improve utilization and increase efficiency of commuter rail lines serving the County. *(Policy Goals: Quality of Life, Responsible Partner)*

RO2 – Maximize opportunities for public use of rail-related investment. *(Policy Goals: Quality of Life, Responsible Partner)*

RO3 – Implement energy efficient systems and generate revenue to offset maintenance costs of rail properties. *(Policy Goals: Quality of Life, Operational Excellence)*

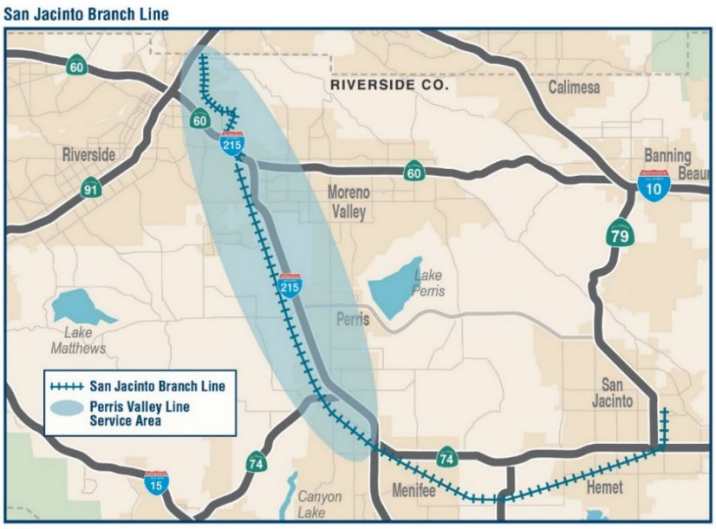
Department Overview – Rail Development

In order to expand passenger rail options throughout the County, the Commission conducts feasibility and planning studies to assess the viability of commuter rail expansion. The Commission engaged a consultant to perform a "next generation" rail feasibility study based on findings from the RCTC Strategic Assessment completed in January 2016. The study continues to develop and provide meaningful ridership and cost data that will help make future decisions on how to proceed with rail transit expansions in the County. Other planning efforts include a Rail Strategic Plan that will be completed in FY 2021/22 which will help prioritize capital projects, and a Transit Oriented Communities Strategic Plan that will engage community members, private developers, and the cities along the 91/PVL to create strategies that will promote TOD within a five-mile radius of the eight 91/PVL Metrolink stations.

San Jacinto Branch Line (SJBL)

The Commission holds title to and manages the 38-mile SJBL (Chart 35) and several adjacent properties, preserved for future passenger rail service. BNSF Railway (BNSF) holds the freight rights in the corridor, providing service to local shippers, and performs maintenance on the line.

Chart 35 – San Jacinto Branch Line



Perris Valley Line Project

The Commission completed the PVL in September 2016, and operations commenced in June 2016. The construction project was a 24-mile extension of the 512-mile Metrolink commuter rail system. It extended the existing Metrolink 91 Line, which provides service between Riverside and Downtown Los Angeles via Fullerton. There are timed connections to the other routes out of the Riverside Downtown station. The project included the construction of four passenger stations at Riverside – Hunter Park/UCR, Moreno Valley – March Field, Perris – Downtown, and Perris – South; construction of a park-and-ride lot at each of the four new stations, totaling approximately 2,250 parking spaces; and a layover facility at Perris – South for vehicle storage and servicing. The hours of operation are from 4:30 a.m. to 8:00 p.m. on weekdays. In October 2019, a fourth daily roundtrip to Los Angeles and regular weekend service was added.

Coachella Valley–San Gorgonio Pass Corridor Rail Service

In recent years the Commission also focused attention on the creation of intercity passenger rail service between the Coachella Valley, the Pass Area, Riverside, and the Los Angeles basin through advocacy efforts with state, federal, and local government entities and negotiation with the freight railroads. The Commission ensured the corridor was prominently featured in the updated 2013 California State Rail Plan. In May 2013, the Caltrans Division of Rail completed the first phase of a planning study and initial alternatives analysis for the rail corridor. This planning study was very supportive of the potential for a viable service, and future studies can expand on this by determining ridership demand and better cost estimates. Caltrans also included an updated project description and analysis of the Coachella Valley-San Gorgonio Pass corridor rail service in the latest state rail plan, approved by CalSTA on September 5, 2013. The 2018 California State Rail Plan update includes the Coachella Valley-San Gorgonio Pass corridor rail service as an integral part of future growth.

Since the inclusion of the project into the State Rail Plan, the Commission has led the planning elements required of the project in order to secure additional funding and project approvals at various state and federal levels. The Commission established a MOU with CVAG for its cooperation in the planning as well as funding through a new TDA bus/rail split for the Coachella Valley. This agreement also included the application of Proposition 1B funds toward the initial Phase I analysis that included public outreach, development of the project Purpose and Need Statement, and development of the Preliminary Alternatives Analysis Report. As part of this effort, the Commission secured a letter of agreement with Caltrans for its cooperation and modeling support. The Commission completed the Phase I planning efforts, including the Alternatives Analysis, and the FRA approved the Phase I work.

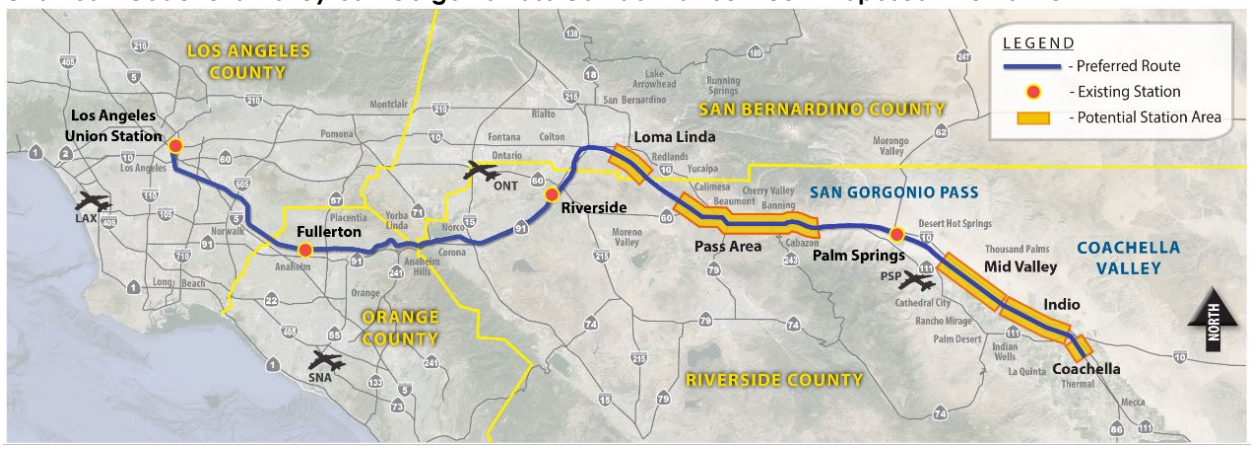
In the July 2010 Federal Register notice on High-Speed Intercity Passenger Rail (HSIPR) program, it clearly outlines the planning process needed to be eligible for HSIPR funds. This process identifies the need for a Service Development Plan (SDP) with the following requirements:

- Clearly demonstrate the purpose and need;
- Analyze alternatives for the proposed passenger rail service;
- Identify the alternative that best meets the purpose and need;
- Identify the discrete capital projects required; and
- Demonstrate the operational and financial feasibility.

To continue the development of this project, the Commission partnered with Caltrans and successfully applied for and was awarded a $2,900,000 FRA grant to complete the corridor study's SDP. This was the only rail corridor in the country awarded these planning grant funds. Staff worked through the multiple agreements needed in order to utilize this funding in coordination with the FRA and Caltrans. In order to expedite project development, a highly qualified consultant is preparing the SDP and leading the environmental process needed for the NEPA documentation. In July 2022, the Tier 1 Program-Level environmental document was approved. Staff is currently seeking funding to continue the project development and initiate the Tier 2 Project-Level Environmental effort.

As the result of the many studies performed to date by both CVAG and the Commission, it was determined that using state-supported intercity trains presents the best alternative for developing service along the corridor. The 141-mile trip between Los Angeles and the Coachella Valley would cross four counties (Chart 36). Stops and station locations are yet to be determined. Due to the trip length and time of approximately three hours, Amtrak-style service with larger seats and food service would be more appealing to the riders. In addition, the service would operate over Union Pacific and BNSF tracks, and, in general, Amtrak has a greater ability to initiate service over freight railroads based on a national agreement. The initial service plan anticipates two daily round trips along the corridor. The approved Alternative Analysis recommended a preferred alignment.

Chart 36 – Coachella Valley-San Gorgonio Pass Corridor Rail Service – Proposed Alternative



High Speed Rail

The Commission continues to play a proactive role in the development of a statewide, high speed passenger rail system, including routing of the backbone corridor through the Inland Empire with possible stations in the Riverside/Corona and Murrieta/Temecula areas. With the passage of Proposition 1A in November 2008, there is a proposed funding mechanism to move the state high speed rail project forward. The CHSRA began work on a project level environmental assessment and corridor alignment study for the section between Los Angeles and San Diego via the Inland Empire. The Commission directed the review to include an alignment alternative along I-15 for analysis. The Commission entered into a MOU to be supportive in the development of this high-speed rail project and participates in the Southern California Inland Corridor Group meetings. The Commission actively contributed to the development of the supplemental Alternatives Analysis efforts. Work on this effort has slowed down with the release of the latest business plan that extends the development of this Phase II section from Los Angeles to San Diego via the Inland Empire to beyond 2030. The Commission signed a MOU along with the other southern California transportation entities and SCAG to commit $1 billion in unallocated Proposition 1A funds for early investment to be spent locally for rail transportation improvement projects. With recent developments related to the State's high speed rail project, staff will continue to monitor progress and look for opportunities to benefit the regional rail network.

Department Goals–Rail Development

RD1 – Identify and plan for capital improvements necessary to increase the scope, appeal, and reliability of commuter rail operations. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

RD2 – Maintain efforts with local agencies, other southern California counties, and the state and federal governments to expand intercity passenger rail service into the County and the Coachella Valley. *(Policy Goals: Quality of Life, Responsible Partner)*

RD3 – Continue to monitor the state efforts in the creation of a high-speed passenger rail system along an Inland Empire alignment through coordination with state and local agencies. In addition, continue to identify and advocate for high-speed rail funding to be spent on beneficial local rail projects in the County. *(Policy Goals: Quality of Life, Responsible Partner)*

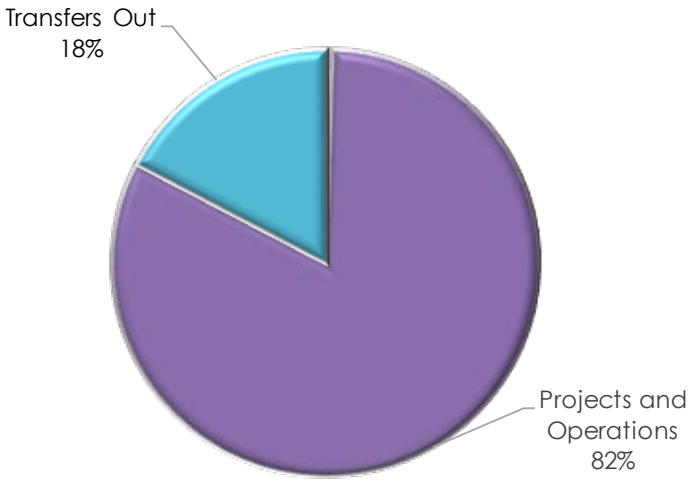
ID	Rail Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
RO1	Weekday trains in Riverside County	31	37	37	37
RD1	Marketing/outreach meetings	46	21	47	50
RD1	Strategic plans and studies	3	0	1	1
RD2	Monitoring of discretionary grant opportunities	3	3	6	6

Public and Specialized Transit

Mission Statement:

Public and Specialized Transit coordinates the operation of all public transit services within the County. The Commission provides financial oversight and compliance monitoring, as well as evaluates program efficiency and effectiveness between transit operators in achieving federal, state, and regional goals to reduce congestion and improve air quality and mobility options for all users. Public and Specialized Transit also maintains and improves, as resources allow, mobility options to meet travel needs of seniors, persons with disabilities, and persons of limited means to enhance quality of life through innovative solutions and better coordination of existing services.

Chart 37 – Public and Specialized Transit



Expenditures

Public and specialized transit uses are budgeted at $243,247,900 for FY 2023/24, as presented in Table 49, and consist primarily of capital projects and operations costs as well as transfers out to Commission funds for administration, planning, and rail purposes. The 7% decrease in salaries and benefits reflects a net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional services decreased $603,100 or 64% due completion of a pilot project alternative analysis and completion of remaining triennial performance audit activities in the prior year, including reclassification of professional services to support costs. Support costs increased 272,600, or 228% due to reclassification of professional services to support costs, updating the 2025-2027 specialized call for projects, and various membership dues and staff-related travel costs. Special studies decreased 100% due to removal of the Next Generation Rail study and will be completed through other regional planning efforts.

Operating and capital disbursements increased 21% as a result of the use of federal stimulus funds available in the prior year to help respond to COVID-19 impacts rather than traditional operating subsidies to public transit operators.

LTF disbursements consist of transit operating and capital allocations to public transit operators of $115,620,000; bicycle and pedestrian facilities allocations to cities and the County of $7,942,300; and planning and administration allocations to other agencies of $1,175,000. STA and SGR disbursements of $58,410,000 are primarily for bus capital purposes in Western County, Coachella Valley, and Palo Verde Valley. The STA and SGR transit allocations reflect the use of $17,501,900, and $6,010,300 in fund balances, respectively.

Measure A disbursements include $3,000,000 for Western County specialized transit funding of the second year of the 2022-2024 Call for Projects. The majority of other Measure A disbursements relates to other Measure A public transit programs:

- $1,600,000 for Western County Consolidated Transportation Service Agency allocations;
- $3,100,000 for Western County intercity bus services; and
- $9,000,000 for Coachella Valley public and specialized transit.

The Commission disburses Measure A public transit allocations monthly to RTA and SunLine, the major transit providers in the Western County and Coachella Valley, respectively.

LTF, STA, and SGR transfers out comprise:

- $28,000,000 for rail operations;
- $3,450,800 for rail station improvements and maintenance;
- $4,650,000 for planning;
- $2,867,100 for administration; and
- $992,400 for Coachella Valley rail operations and capital.

Transfers out of $2,173,600 relate to administrative costs to the General fund.

Table 49 – Public and Specialized Transit Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 518,600	$ 574,600	$ 468,100	$ 534,200	$ (40,400)	-7%
Professional Costs						
Legal Services	11,200	10,500	10,600	19,000	8,500	81%
Audit Services	58,200	-	-	-	-	N/A
Financial Advisory	-	18,000	16,000	18,000	-	0%
Professional Services - General	265,500	914,800	785,500	303,200	(611,600)	-67%
Total Professional Costs	334,900	943,300	812,100	340,200	(603,100)	-64%
Support Costs	69,100	119,700	116,000	392,300	272,600	228%
Projects and Operations						
Special Studies	-	485,800	-	-	(485,800)	-100%
Operating and Capital Disbursements	86,842,100	165,601,900	150,884,400	199,847,300	34,245,400	21%
Total Projects and Operations	86,842,100	166,087,700	150,884,400	199,847,300	33,759,600	20%
Transfers Out	8,229,800	34,343,300	33,581,700	42,133,900	7,790,600	23%
TOTAL Public and Specialized Transit	$ 95,994,500	$ 202,068,600	$ 185,862,300	$ 243,247,900	$ 41,179,300	20%

Public and Specialized Transit Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Accountant	0.03	0.04	0.02
Capital Project Manager	0.00	0.05	0.00
Chief Financial Officer	0.03	0.03	0.00
Community Engagement Manager	0.00	0.01	0.03
Deputy Executive Director	0.04	0.08	0.03
External Affairs Director	0.00	0.02	0.02
Financial Administration Manager	0.04	0.01	0.05
Legislative Affairs Manager	0.00	0.02	0.01
Management Analyst	0.01	0.15	0.00
Multimodal Services Director	0.46	0.35	0.35
Procurement Analyst	0.06	0.07	0.07
Procurement Manager	0.01	0.00	0.01
Senior Administrative Assistant	0.01	0.01	0.00
Senior Management Analyst	1.02	1.05	1.02
Senior Procurement Analyst	0.01	0.02	0.10
Transit Manager	1.00	1.00	1.00
FTE	2.72	2.91	2.71

Department Overview

The Commission has public transit operator oversight and fiduciary responsibilities and ensures that annual fiscal audits, reporting, and a state triennial performance audit are conducted in accordance with TDA regulations. The Commission participates in the short and long-range transit planning processes with public transit operators to advance Commission goals. The Commission also reviews public transit operator activities on an annual basis and recommends potential productivity improvements to make services more cost effective and efficient. Additionally, the Commission ensures that specialized transit allocations are expended in accordance with funding agreements and engages audit firms to perform certain agreed-upon procedures for the Measure A specialized transit funding recipients.

The Commission also engages the Citizens and Specialized Transit Advisory Committee (CSTAC) as an advisory body that more effectively distributes and promotes public and specialized transit information to various stakeholders.

Public Transit

The Public and Specialized Transit Department is responsible for assessing the funding needs and programming federal, state, and local funds within the County for eight public transit operators consisting of:

- The cities of Banning, Beaumont, Corona, and Riverside;
- Commission's Commuter Rail and Commuter Assistance Vanpool Programs;
- Palo Verde Valley Transit Authority;
- RTA; and
- SunLine

The Public and Specialized Transit Department coordinates the annual development, review, and approval of the operator SRTPs as well as allocates transit funding resources to public transit programs. The Commission oversees and allocates the following funding resources: Measure A, LTF, STA, SGR, FTA, and LCTOP funds for public transit. Commission staff works closely with each transit operator to ensure that funds are properly programmed and included in the SRTP for

inclusion into the FTIP and/or other major planning documents as necessary for allocation or obligation of funds.

With the passage of SB 1, STA revenues were stabilized, and SGR was created to provide support for preventative maintenance and capital rehabilitation projects. The Public and Specialized Transit Department coordinates with transit operators for the preparation and submission of transit projects to Caltrans for award of LCTOP funds under the California Air Resources Board's Cap and Trade Program. The LCTOP program provides funding for operating and capital transit projects that reduce GHG emissions and improve mobility with a priority of serving disadvantaged communities. The State Controller's Office annually appropriates the LCTOP funds. Riverside County's share has supported projects such as the Commission's PVL weekend service expansion, improvements into the Commission's commuter rail stations that encourage active transportation and energy efficiency; free transit ride campaigns; and expansion of SunLine's Hydrogen fueling operations. Funds may also be used to increase service frequency on selected rail and bus lines that operate in disadvantaged communities. The County's share of the annual allocations has fluctuated based on state appropriations.

Specialized Transit

The 2009 Measure A Western County specialized transit program provides a valuable service to the community by serving the needs of residents, mainly seniors and persons with disabilities, whose transportation needs are not met by traditional services. Social service and nonprofit agencies typically administer specialized transit operations. The Commission awards 2009 Measure A Western County funds for specialized transit through a competitive call for projects. The 2022 Call for Projects provided funding for 16 operators over a three-year term through June 30, 2024.

Department Goals

PST1 – Provide timely information to the public regarding Commission-implemented transit projects and support public relations activities of Measure A-funded transit programs by grant recipients. *(Policy Goals: Operating Excellence, Responsible Partner)*

PST2 – Allocate Measure A specialized transit and federal funds to support services that will maintain and/or enhance mobility by alleviating transportation barriers for seniors, persons with disabilities, and the truly needy. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

PST3 – Coordinate the operation of all public transportation services within the County with a goal toward promoting program efficiency and harmony between transit operators as outlined in state law. *(Policy Goals: Quality of Life, Operational Excellence, Connecting the Economy, Responsible Partner)*

PST4 – Continue to provide staff resources to assist and support the coordination of transit services within the County and throughout the State. *(Policy Goals: Quality of Life, Operational Excellence, Connecting the Economy, Responsible Partner)*

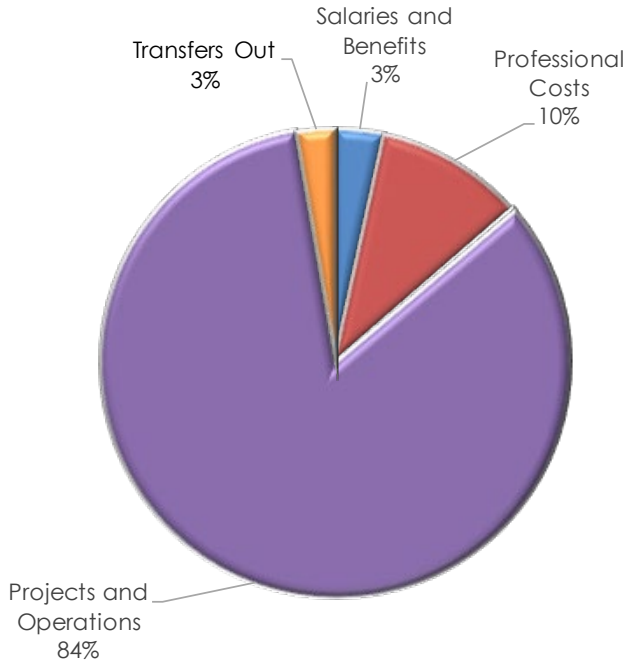
ID	Public and Specialized Transit Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
PST1	Specialized Transit brochures distributed	5,000	0	12,000	0
PST2	Specialized Transit grants awarded/monitored	16	16	16	16
PST2	Specialized Transit site visits	16	0	16	0
PST3	Transit operator quarterly coordination meetings	16	12	12	16
PST3	SRTPs submitted by operators and reviewed	9	9	9	9
PST3	SRTP amendments	8	23	22	16
PST4	Social service/partnering agencies monitored in database	430	430	543	543
PST4	Workshops and meetings attended with regional partners (i.e. Board meetings, CSTAC, SCAG working groups, workshops)	25	22	25	25

Commuter Assistance

Mission Statement:

Commuter Assistance helps constituents discover their best commute through meaningful employer and community engagement, rideshare incentives, and advancing technology in order to reduce drive alone trips, regional congestion and vehicle emissions.

Chart 38 – Commuter Assistance



Expenditures

Commuter Assistance expenditures total $6,819,200, which represents a 47% increase from last year's budget (Table 50) due to the anticipated launch of a new free rail pass program. Salaries and benefits of $230,800 reflect a 14% decrease due to the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of $695,000 increased 82% over the prior year for a potential comprehensive bi-county Transportation Demand Management plan and for software enhancements related to the free rail pass program. Support costs of $19,200 decrease $40,700, or 68% due to reduced hosting expenses on new rideshare/vanpool platform.

Projects and operations expenditures of $5,693,000 consist of:

- Regional transportation consultant services totaling $3,271,900 to manage and implement a rideshare and vanpool program for Riverside and San Bernardino counties;
- Vanpool subsidies and commuter incentives valued at $2,301,100; and
- Park and ride lease payments of $120,000.

Reimbursements from SBCTA for rideshare services provided by the Commission are included in local revenues to offset a portion of these expenditures. Transfers out include $181,200 for administrative costs to the General fund.

Table 50 – Commuter Assistance Uses Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 217,100	$ 269,200	$ 263,800	$ 230,800	$ (38,400)	-14%
Professional Costs						
Legal Services	7,800	29,500	22,000	23,000	(6,500)	-22%
Audit Services	-	20,000	-	15,000	(5,000)	-25%
Financial Advisory	8,200	8,300	8,300	8,500	200	2%
Professional Services - General	212,800	325,100	193,500	648,500	323,400	99%
Total Professional Costs	228,800	382,900	223,800	695,000	312,100	82%
Support Costs	2,900	59,900	13,600	19,200	(40,700)	-68%
Projects and Operations						
Program Operations	2,823,600	3,668,400	3,668,800	5,693,000	2,024,600	55%
Total Projects and Operations	2,823,600	3,668,400	3,668,800	5,693,000	2,024,600	55%
Debt Service	8,500	-	-	-	-	N/A
Transfers Out	162,100	259,700	259,700	181,200	(78,500)	-30%
TOTAL Commuter Assistance	$ 3,443,000	$ 4,640,100	$ 4,429,700	$ 6,819,200	$ 2,179,100	47%

Commuter Assistance Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Commuter and Motorist Assistance Manager	0.57	0.67	0.65
Deputy Executive Director	0.01	0.03	0.00
External Affairs Director	0.01	0.02	0.05
Legislative Affairs Manager	0.00	0.02	0.00
Management Analyst	0.22	0.30	0.25
Senior Administrative Assistant	0.04	0.22	0.24
Senior Management Analyst	0.00	0.03	0.06
FTE	0.85	1.29	1.26

Department Overview

The Commission's Commuter Assistance Program (CAP) was implemented in Western Riverside County as a specific requirement under the original and extended Measure A program to help address congestion mitigation related to work commutes and support more efficient use of transportation and transit networks. The CAP works to increase the awareness and consideration of green commute options, makes incentives available to commuter constituents, and increases consideration for telework and alternative modes of transportation such as riding a bus or train, carpooling, vanpooling, walking, and bicycling.

Since 1993, the CAP has been administered and funded as a bi-county program in partnership with SBCTA and ultimately performed through consultant services and branded as IE Commuter. IE Commuter provides the following services and incentives to Riverside and San Bernardino County employers and commuters in an effort to shift behavior away from single-occupant vehicle (SOV) commuting, improve mobility and quality of life for commuters, and reduce vehicle emissions.

- **IECommuter.org** – The online system and brand launched in FY 2014/15 under which commuter rideshare services are provided to Riverside and San Bernardino County commuters and to employers throughout southern California with employees from the Inland Empire.
- **Program Outreach** – Engage employer partners to establish rideshare programs at worksites and provide turnkey IE Commuter marketing campaigns for efficient distribution to their employee base. Online advertising, social media, events, and regional promotions such as Rideshare Week engage commuters directly.

- **Employer Services** – Various services to employers in the bi-county area including the provision of marketing promotions, rideshare survey processing, employer network meetings, and event support. IE Commuter also assists employers with average vehicle ridership calculations related to the South Coast Air Quality Management District Rule 2202 requirements for employers with 250 or more employees.
- **Ridematching and Information Services** – Commuter and employer access to online tools and resources, call center (866-RIDESHARE), email, and chat services during business hours for customers interested in assistance with ridematching or transit options and to address general rideshare questions.
- **Rideshare/Telework Incentives** – Incentives focus on increasing consideration and behavior change to alternative commute modes including: (a) $5/Day Rideshare Incentive rewards commuters that use alternative forms of transportation to work in a three-month period with $5/Day ($125 max); (b) Monthly Rideshare and Monthly Telework Spotlight encourages commuters to continue ridesharing or teleworking and logging their rideshare and/or telework activity for opportunities to win monthly prizes.
- **Vanpool Subsidies** – The Commissions vanpool program, VanClub, reimburses eligible leased vanpools, destined for worksites in Western Riverside County, up to $400 per month. A similar vanpool program is operated by SunLine for vans destined for eastern Riverside County.
- **Guaranteed Ride Home** – A guaranteed ride home is available at no cost to employees who rideshare to work. This is provided for an emergency or unexpected overtime for an employee or the car/vanpool driver (maximum two per year).

Commuter Assistance 2022 Impact

A post-pandemic framework supporting a rideshare recovery will continue to a) re-engage core employer partners and help them restart its rideshare/transportation programs; b) expand engagement beyond the CAP's traditional target markets to expand the number of and participation from a broader base of employers and commuters in the region; and to c) help ramp up all forms of transit.

- **Telework Employer Assistance Program** – In 2021, IE Commuter launched new telework resources for employers and incentives for teleworking employees. In calendar year 2022, 78 employers were enrolled in TEA and extended IE Commuter Monthly Telework Spotlight incentives to their employees resulting in more than 1,260 participants recording a reduction of 760,491 vehicle miles traveled and 435.5 tons of emissions.
- **$5/Day Rideshare Incentive** – In 2022, as part of a rideshare recovery effort, IE Commuter launched a new $5/Day Rideshare Incentive rewarding commuters that use alternative forms of transportation to work in a three-month period with $5/Day ($125 max). The new incentive has helped stoke interest amongst commuters and new employers throughout the region. In just the first half of FY 2023, nearly one thousand commuters have participated in this incentive, resulting in a reduction of more than one million vehicle miles traveled and 529.2 tons of emissions.
- **Eastern County Expansion** – Due to the Measure A funding structure, the CAP primarily was limited to Western Riverside County, and not all CAP services and incentives were traditionally available countywide. In concert with the launch of the new $5/Day incentive in 2022, a resolution expanded eligibility to include eastern Riverside County employers and commuters, provided funding is available. In calendar year 2022, eastern Riverside County accounted for 26 IE Commuter employer partners, 8,819 commuter accounts, and 511 incentive participants. Based on incentive participation alone, this accounted for a reduction of 319,507 vehicle miles traveled, and 183 tons of emissions. Long-term funding options are being sought out to continue to provide a standard level of CAP services across all Riverside County.

- **Regional Rideshare Database**: In partnership with regional county transportation partners, the Commission will transition from an Inland Empire-based rideshare and vanpool database to a regionalized database. Completion of this project in early 2023 will connect commuter and employer data across Los Angeles, Orange, Riverside, San Bernardino, and Ventura County rideshare programs, enhancing the ridematching potential for those interested in sharing the ride to work via transit, carpool or vanpool.
- **Vanpool Subsidy Increase**: To help lessen inflation impacts and maintain vanpool as an attractive commute alternative for those with longer distances destined to worksites in western Riverside County, a recommendation to increase the current subsidy of the Commissions VanClub program, will come forward in 2023. To help preserve Measure A, CMAQ has been identified as a longer-term funding source to support ongoing VanClub operations, including a potential subsidy increase. For reference. In calendar year 2022, VanClub ended the year with nearly 40 vanpools and accounted for a reduction of 54,952 trips, more than two million vehicle miles traveled, and 778,5 tons of emissions.
- **Expanded CAP Engagement**: Traditionally, the CAP has focused primarily on larger employer (250+ employees) partnerships to effectively access and market to employee commuters. IE Commuter continues to refine its approach to efficiently expand outreach and support to small/medium sized businesses (less than 250 employees) where a significant volume of employers and employees exist. Furthermore, the CAP seeks to engage and influence non-work-based trips (i.e., for leisure, college campuses, etc.) towards transit.
- **Free Rail Pass Program***:* In 2023, IE Commuter will launch a free rail pass program building on the previous post-pandemic elements above. Unlike traditional CAP programs focused on work-based commutes, this program will encourage Riverside and San Bernardino County residents to experience Metrolink for work, school, and play (e.g. Metrolink weekend destinations).

The next couple of years will mark a transitionary period for the CAP as a new "normal" settles and establishes. The CAP will continue to evolve and seeks to explore a potential long-range comprehensive Transportation Demand Management plan and potential SB 743 applications of VMT, GHG emission reduction data tied to existing and new CAP efforts toward offsetting capacity increasing projects. The Commission will focus on positioning the program for the future and being more visible, more regional, and more innovative to enhance the experience and participation of employer partners, commuters, and communities.

Department Goals

CA1 – Operate a cost-effective Commuter Assistance Program resulting in a demonstrable reduction in SOV trips, thus assisting with congestion mitigation and improving air quality. *(Policy Goals: Quality of Life, Responsible Partner)*

CA2 – Ensure the coordination of ridesharing programs throughout the Inland Empire and the southern California region. *(Policy Goals: Quality of Life, Operational Excellence, and Responsible Partner)*

CA3 – Broaden the reach of the program to encourage alternative transportation modes amongst all travelers and continue to grow the core base of employers and their employees. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

ID	Commuter Assistance Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
CA1	Incentive participation:				
CA1	Rideshare Incentive	1,400	358	1,600	1,760
CA1	Rideshare Plus[1]	2,700	1,260	N/A	N/A
CA1	Rideshare/Telework Spotlight	4,200	3,357	4,250	4,700
CA1	Rideshare Week Pledges[2]	9,000	371	1,261	1,400
CA1	Number of one-way single occupant vehicle trips reduced from incentive participation and subsidized VanClub vanpools	475,000	68,402	117,000	129,000
CA2	Number of employer partners	410	231	290	320
CA2	Leased park & ride spaces	1,000	1,525	3,302	3,302
CA2	VanClub Vanpools	60	33	60	81
CA2	VanClub participants cumulative reduction of VMT[1]	1,900,000	2,658,457	2,200,000	2,400,000
CA3	Number of Employee Transportation Surveys	102,000	63,268	82,500	90,750
CA3	RideGuides produced	14,000	3,728	2,900	3,190

[1] Rideshare Plus program discontinued as of February 2022

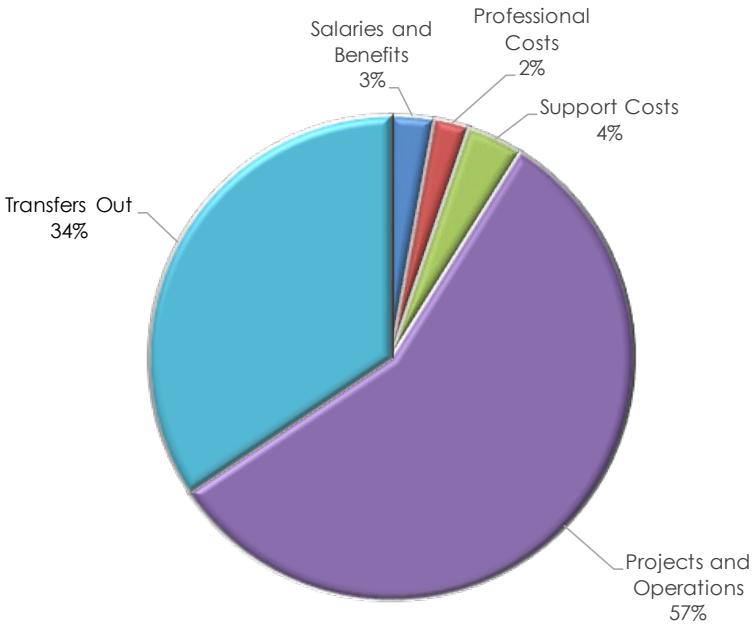
[2] Rideshare Week switched from pledge model to participants in 2021 – FY 2021/22 Estimated based on pledges

Motorist Assistance

Mission Statement:

Motorist Assistance improves safety, reduces congestion, and enhances access to traveler information for motorists through the provision of a comprehensive motorist aid system.

Chart 39 – Motorist Assistance



Expenditures

Motorist Assistance expenditures and uses are budgeted at $8,952,100, a decrease of 6% compared to the prior year budget (Table 51) primarily due to transfers out for SAFE matching funds to FSP services and commuter assistance special projects. Salaries and benefits reflect a decrease of 6% and is comparable to the prior fiscal year. Professional costs of $209,600, reflects a decrease of $5,300 or 2% due to transition to a regional 511 platform. Support costs of $335,000 reflects an increase of $148,400 or 80% due to potential motorist aid enhancements (e.g., more prominent and/or frequent mile marker signage, additional call box removals, and 511 IVR enhancements) and outreach.

Program operations include $4,206,000 in towing contract costs for the FSP program. Projects and operations costs decreased 7% due to staying with existing and more cost-effective radio system. Transfers out represent SAFE matching funds of $2,500,000 for FSP services, $325,000 for commuter assistance special projects, and a $251,200 allocation for administrative costs.

Table 51 – Motorist Assistance Uses Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 155,400	$ 272,100	$ 272,100	$ 254,600	$ (17,500)	-6%
Professional Costs						
Legal Services	20,000	29,000	23,000	31,000	2,000	7%
Professional Services - General	305,200	185,900	165,800	178,600	(7,300)	-4%
Total Professional Costs	325,200	214,900	188,800	209,600	(5,300)	-2%
Support Costs	129,200	186,600	179,700	335,000	148,400	80%
Projects and Operations						
Program Operations	3,651,400	5,454,500	3,939,600	5,076,700	(377,800)	-7%
Total Projects and Operations	3,651,400	5,454,500	3,939,600	5,076,700	(377,800)	-7%
Transfers Out	2,493,800	3,432,200	2,783,200	3,076,200	(356,000)	-10%
TOTAL Commuter Assistance	$ 6,755,000	$ 9,560,300	$ 7,363,400	$ 8,952,100	$ (608,200)	-6%

Motorist Assistance Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Commuter and Motorist Assistance Manager	0.43	0.33	0.35
Deputy Director of Financial Administration	0.02	0.00	0.00
External Affairs Director	0.01	0.01	0.05
Legislative Affairs Manager	0.00	0.01	0.00
Management Analyst	0.78	0.70	0.75
Procurement Analyst	0.06	0.16	0.15
Procurement Manager	0.02	0.05	0.06
Senior Management Analyst	0.19	0.01	0.07
Senior Procurement Analyst	0.01	0.10	0.05
FTE	1.52	1.37	1.53

Department Overview

As the regional SAFE, the Commission is responsible for providing a motorist aid system to help reduce congestion, improve mobility, and enhance safety. This system is comprised of three main components:

- The 511-traveler information system is a telephone, website, and mobile app-based service that delivers real-time traffic information, including incidents and travel times, bus and rail trip planning, and rideshare information;
- The FSP program patrols the most congested Riverside County freeways and assists stranded motorists by getting them back on the road or towed to a safe location off the freeway at no charge to motorists. FSP service is also provided in construction zones through separate funding agreements with Caltrans and Commission-funded construction projects to help mitigate congestion; and
- The call box system allows motorists to call for assistance in the event of a mechanical breakdown, accident, or other emergency on the freeway.

In addition to delivering these core elements, Motorist Assistance will also reserve a portion of SAFE funding to continue to pilot a focused effort that expands access to TDM services and incentives to eastern Riverside County constituents and employers. This effort seeks to further reduce congestion and improve air quality by stimulating TDM in the Coachella Valley.

Department Goals

MA1 – Provide efficient delivery of a comprehensive motorist aid system (511, FSP, Call Box) and an outstanding level of service to the traveling public. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

MA2 – Support regional mobility by providing 24/7 access to real-time traffic information, transportation options and services. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

MA3 – Enhance highway safety and reduce congestion by providing a roving motorist assistance service that patrols designated urban freeways and assists stranded or disabled vehicles. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

MA4 – Improve motorist safety on the highway system by providing "lifeline" call box services for stranded motorists. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

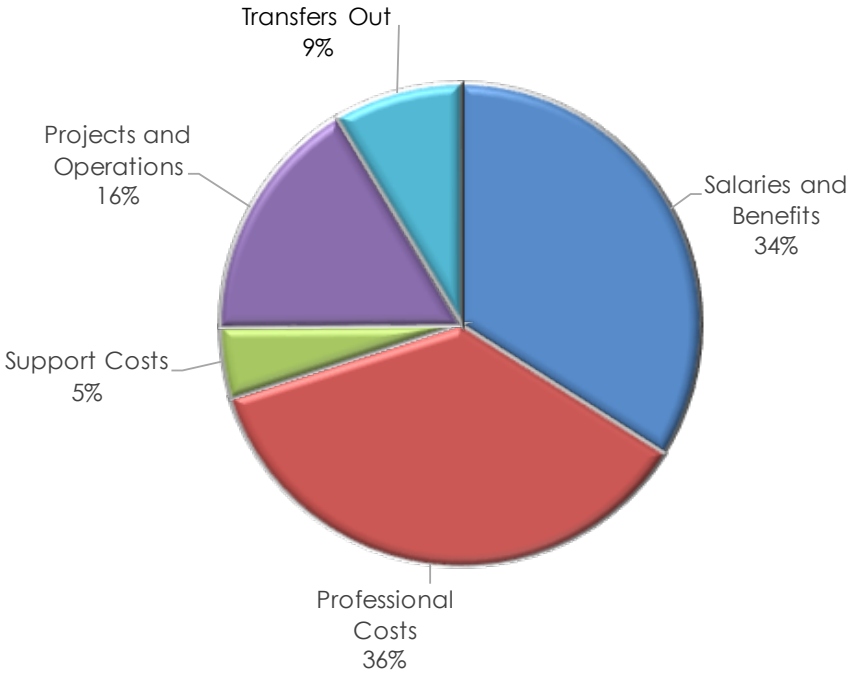
ID	Motorist Assistance Performance Measures and Results	FY 21/22 Estimated	FY 21/22 Actual	FY 22/23 Estimated	FY 23/24 Projected
MA1 MA2	Number of 511 phone calls	40,000	77,868	65,000	70,000
MA1 MA2	Number of 511 web visits	275,000	160,930	275,000	300,000
MA1 MA3	Number of FSP assists	50,000	54,217	55,000	60,000
MA1 MA4	Number of call boxes	158	158	158	158
MA1 MA4	Number of call box calls	850	940	900	900

Regional Conservation

Mission Statement:

Regional Conservation assists the RCA in its obligations to administer the MSHCP in coordination with its Member Agencies and state and federal partners.

Chart 40 – Regional Conservation



Expenditures

The Regional Conservation Department has a total budget of $11,034,600 (Table 52). The Implementation and Management Services Agreement between the Commission and the RCA became effective on January 1, 2021. RCA will reimburse the Commission 100% of the costs incurred to manage the RCA. The 1% decrease in salaries and benefits reflects the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases and is comparable to the prior fiscal year. Professional costs of $3,988,600 reflects an increase of $504,600 or 14% due to monitoring and management contracts. Professional services include general legal, legislative advocacy, public outreach, and website updates. Support costs of $525,800 reflects an increase of 23% due to increased insurance costs. Support costs include advertising, various membership dues, seminars and conferences, office equipment and furniture, and office maintenance. Program operations of $121,400 include refunds for a rebate program and program management oversight by Bechtel. Right of way costs of $1,700,000 relate to professional services costs for RCA habitat acquisition. Transfers out of $949,700 relate to the administration cost allocation.

Table 52 – Regional Conservation Expenditure Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 2,525,400	$ 3,776,800	$ 3,776,400	$ 3,749,100	$ (27,700)	-1%
Professional Costs						
Commissioner Per Diem	23,400	34,800	20,000	38,000	3,200	9%
Legal Services	-	965,000	455,000	965,000	-	0%
Audit Services	92,500	99,000	89,000	99,000	-	0%
Professional Services - General	18,200	2,385,200	2,128,700	2,886,600	501,400	21%
Total Professional Costs	134,100	3,484,000	2,692,700	3,988,600	504,600	14%
Support Costs	7,400	426,300	355,200	525,800	99,500	23%
Projects and Operations						
Program Operations	55,900	491,100	301,300	121,400	(369,700)	-75%
Right of Way	433,900	1,581,300	1,500,000	1,700,000	118,700	8%
Total Projects and Operations	489,800	2,072,400	1,801,300	1,821,400	(251,000)	-12%
Transfers Out	817,500	1,869,400	1,869,400	949,700	(919,700)	-49%
TOTAL Regional Conservation	$ 3,974,200	$ 11,628,900	$ 10,495,000	$ 11,034,600	$ (594,300)	-5%

Regional Conservation Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Accountant	1.00	1.00	0.98
Accounting Supervisor	0.00	1.00	1.00
Accounting Technician	1.00	1.00	1.00
Administrative Assistant	0.00	0.50	0.10
Administrative Services Director-Clerk of the Board	0.00	0.25	0.25
Chief Financial Officer	0.10	0.05	0.20
Community Engagement Manager	0.03	0.20	0.09
Deputy Clerk of the Board	0.85	0.85	0.85
Deputy Director of Financial Administration	0.44	0.50	0.40
Deputy Executive Director	0.47	0.02	0.32
Executive Director	0.00	0.16	0.07
External Affairs Director	0.10	0.15	0.16
Financial Administration Manager	0.91	0.97	0.87
Human Resources Assistant	0.22	0.00	0.00
Legislative Affairs Manager	0.30	0.10	0.39
Management Analyst	0.46	0.00	1.00
Procurement Manager	0.00	0.10	0.05
Public Affairs Manager	0.08	0.09	0.09
Records Technician	0.00	0.05	0.04
Regional Conservation Deputy Director	1.00	1.00	1.00
Regional Conservation Director	0.00	0.98	1.00
Reserve Management and Monitoring Manager	0.00	1.00	1.00
Right of Way Manager	0.39	0.48	0.50
Senior Administrative Assistant	0.10	0.10	0.11
Senior Management Analyst	3.74	7.50	6.41
Senior Office Assistant	0.18	0.16	0.18
Senior Procurement Analyst	0.04	0.05	0.05
FTE	11.41	18.26	18.11

Department Overview

In November 2020, the Commission and the RCA Board of Directors approved the Implementation and Management Services Agreement for the Commission to serve as the managing agency for the RCA effective January 1, 2021. The Regional Conservation Department provides these management services through its staff and consultants to fulfill the needs and requirements of the MSHCP.

The MSHCP is one of the largest conservation plan of its kind in the United States, protecting 146 species and 500,000 acres of open space when completed. As a result of the MSHCP and related permits, the Commission and other agencies have saved significant amounts of taxpayer dollars and time from streamlined project approvals. Most importantly, the commitment to protecting sensitive habitat and ensuring open space is a key component in enhancing the quality of life for local residents. Ongoing implementation of the MSHCP is critical, which is funded through a Local Development Mitigation Fee (LDMF) imposed by Member Agencies on new development, landfill tipping fees, a portion of western county TUMF, and grants. The Commission is the largest single investor in the plan to date—having provided $153 million in 2009 Measure A funding for habitat acquisition.

As RCA's managing agency and a vested stakeholder and investor in the MSHCP, the Commission offers long-term support and expertise for the implementation of the MSHCP. Such support and expertise consists of, but is not limited to:

- Preparation of board and committee agendas and provision of staff support for related meetings;
- Oversight and implementation of the MSHCP;
- Administration of the RCA Joint Powers Agreement among the RCA and its Member Agencies;
- Preparation of state and federal reports, including required audits and an annual budget and amendments;
- Oversight of collection and administration of the LDMF, including preparation of required ordinances, resolutions, nexus studies, and Member Agency audits;
- Seeking, obtaining, and administering federal and state funding and grants to support assembly of habitat reserves;
- Management of consultant contracts and provision of legal support and representation;
- Provision of land acquisition services and oversight of land management and monitoring contracts;
- Provision of administrative support as required;
- Provision of any other support to carry out the purposes of the MSHCP, the RCA, and the Implementation and Management Services Agreement;
- Oversight and implementation of the RCA Board of Directors' actions and directives; and
- Provision of policy advocacy and external affairs at the local, state, and federal levels.

Efficiencies through the consolidation of professional services contracts will be realized over the long-term. Further, the collaboration between agencies on matters such as land acquisition, public outreach and awareness, internal administrative functions including Clerk of the Board and Finance, and legislative affairs will be significant. The Commission has long-standing, existing relationships with state and federal resource agencies and a track record of successful delivery of projects with approvals from those agencies.

The Regional Conservation Department has three key priorities for FY 2023/24:

- Continuation of Phase II of the Managing Agency Transition Plan;
- Organizational excellence related to integrity and consistency in implementation of the MSHCP; and
- Improving partnerships, communications, and engagement with Member Agencies, state and federal agencies, and key stakeholders.

Department Goals

RC1 – Provide executive director services and such other administrative support as required to assist RCA in its obligations to administer the MSHCP. *(Policy Goal: Operational Excellence)*

RC2 – Facilitate and support Member Agency implementation of the MSHCP, including adoption of changes related to long-term strategies. *(Policy Goals: Quality of Life, Responsible Partner)*

RC3 – Build upon relationships with local, state, and federal agencies to maximize funding opportunities and create greater financial stability for implementation of the MSHCP. *(Policy Goals: Operational Excellence, Connecting the Economy, Responsible Partner)*

RC4 – Strengthen communications to stakeholders, members of the public, and elected officials to be transparent about RCA's conservation efforts, funding, and collaboration opportunities. *(Policy Goals: Operational Excellence, Responsible Partner)*

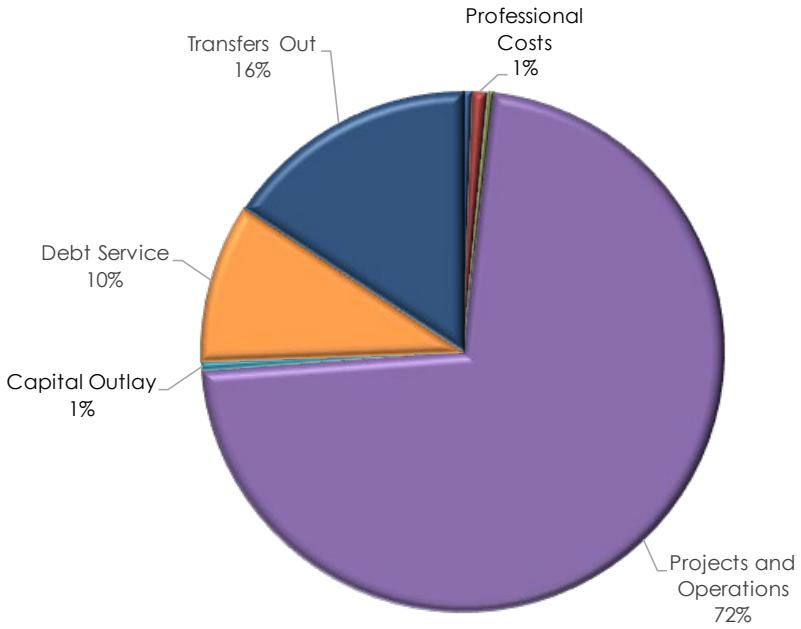
Regional Conservation Performance Measures and Results	**FY 21/22 Estimated**	**FY 21/22 Actual**	**FY 22/23 Estimated**	**FY 23/24 Projected**
Acres purchased	700	1,322	1,250	1,500
Acres donated	550	147	300	200
Joint project reviews completed	32	20	21	20

Capital Project Development and Delivery

Mission Statement:

Capital Project Development and Delivery (Capital Projects) keeps the Commission's contract with the voters of the County by accelerating the planning, programming, and implementation of projects and programs in the Measure A TIP, as enhanced by the Toll Program, to the extent that funds are available. Capital Projects ensures that capital projects are environmentally acceptable, expertly designed, and implemented in a cost-effective manner. Capital Projects acquires and manages required right of way in the fairest, most economical, efficient, and timely manner possible.

Chart 41 – Capital Project Development and Delivery



Expenditures

The budgeted expenditures and transfers out total $702,287,700 cover all the Commission's major capital projects (Table 53). Salaries and benefits expenditures represent less than 1% of the budgeted uses and reflects an increase of $608,600 or 19% from the prior year. The increase is due to the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of $6,486,000 primarily relate to general legal costs, specialized legal and financial advisory services related to the toll projects, public communications, and property management services. Support costs of $2,517,500 consist primarily of services needed to maintain the Commission's real properties in a condition that complies with all local codes and regulations governing property maintenance.

General project costs of $9,081,900 comprise program management provided by Bechtel and permits for highway and rail capital projects.

Significant projects included in engineering expenditures of $31,654,000 relate to the I-15 Express Lanes–Southern Extension; MCP projects; 15 COP; 91 East COP; I-15 Corridor; South Perris station

and Layover Expansion; Perris Valley Line Double Track Moreno Valley to Perris projects; various commuter rail improvement and rehabilitation; and various Western County Measure A highway and TUMF regional arterial projects.

Construction expenditures of $268,979,100 primarily relate to the I-15 Express Lanes project completion; 15/91 Express Lanes Connector project; 91 COP; 91 Express Lanes; 71/91 Connector project; SR-60 Truck Lanes completion; MCP I-215/Placentia Avenue Interchange; Smart Freeways project; Hamner Bridge widening; Moreno Valley – March Field station upgrade; various Western County Measure A and TUMF regional arterial projects; and rail improvement and rehabilitation projects.

Design-build costs of $36,538,000 pertain primarily to the 15/91 Express Lanes Connector and 91 Express Lanes eastbound lane to McKinley Avenue projects.

Right of way expenditures of $39,783,500 on significant projects include the 91 Project close-out activities; 71/91 Connector project; MCP projects; SR-79 mitigation lands; Jurupa Road and McKinley Avenue grade separation projects; various Western County TUMF regional arterial projects; and station improvement projects.

Local turnback payments to jurisdictions and the County for local streets and roads repair, maintenance, and construction amount to $84,545,100. Disbursements of $30,000,000 to CVAG for the 2009 Measure A Coachella Valley highway and regional arterial program comprise substantially all of the regional arterial expenditures. The Planning and Programming Department monitors the eligibility for local streets and roads funding and reviews reimbursement claims for Coachella Valley highway and regional arterial program expenditures. Operating and capital disbursements of $5,000,000 reflect disbursements to Metrolink.

Interest payments on outstanding sales tax revenue bonds (2010B Bonds, 2016 Refunding Bonds, 2017A Bonds, 2017B Refunding Bonds, and 2018 Refunding Bonds) are $36,580,200. The Commission will make principal payments of $32,635,000 for the outstanding sales tax revenue bonds.

Significant transfers out consist of the following:

- $69,215,200 from 2009 Measure A Western County highway fund to the Debt Service fund for sales tax revenue bonds debt service;
- $8,217,500 from the 2009 Measure A Western County new corridor fund to the 2009 Measure A Western County highway fund for its share of the MSHCP debt service contribution;
- $3,521,800 from the TUMF CETAP fund to the 2009 Measure A Western County highway fund for its share of the MSHCP debt service contribution;
- $15,000,000 from the TUMF regional arterial fund to the SB 132 fund for Hamner Bridge widening loan;
- $6,142,000 from Measure A TUMF funds for the allocation of administrative costs to the General fund;
- $5,194,700 from the TUMF CETAP fund to the 2009 Measure A Western County new corridor fund for the MCP projects;
- $2,812,100 from the Debt Service fund to the 2009 Measure A Western County highway and Coachella Valley highway funds for BABs subsidy reimbursements; and
- $310,000 from the 2009 Measure A Western County economic development fund to the 15 Express Lanes Enterprise fund for construction impacts related to the -15 Express Lanes Northern Extension project.

Table 53 – Capital Project Development and Delivery Uses Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 2,765,700	$ 3,278,300	$ 3,097,200	$ 3,886,900	$ 608,600	19%
Professional Costs						
Legal Services	821,600	1,410,400	1,480,400	2,505,200	1,094,800	78%
Audit Services	44,600	196,500	175,700	140,000	(56,500)	-29%
Financial Advisory	118,400	190,500	178,400	335,500	145,000	76%
Professional Services - General	1,262,100	1,394,700	1,244,100	3,505,300	2,110,600	151%
Total Professional Costs	2,246,700	3,192,100	3,078,600	6,486,000	3,293,900	103%
Support Costs	280,900	1,583,100	266,200	2,517,500	934,400	59%
Projects and Operations						
Program Operations	6,418,600	8,273,800	8,208,800	9,081,900	808,100	10%
Engineering	10,379,600	28,279,200	16,522,200	31,654,000	3,374,800	12%
Construction	140,356,200	214,034,300	179,694,400	268,979,100	54,944,800	26%
Design Build	73,145,500	69,028,300	56,551,800	36,538,000	(32,490,300)	-47%
Right of Way and Land	22,899,000	55,166,000	28,174,400	39,783,500	(15,382,500)	-28%
Local Streets and Roads	84,801,100	83,029,900	83,029,900	84,545,100	1,515,200	2%
Regional Arterials	21,027,000	31,779,000	30,000,000	30,000,000	(1,779,000)	-6%
Special Studies	-	100,000	78,200	-	(100,000)	-100%
Operating and Capital Disbursements	-	-	-	5,000,000	5,000,000	N/A
Total Projects and Operations	359,027,000	489,690,500	402,259,700	505,581,600	15,891,100	3%
Capital Outlay	3,739,300	5,150,000	5,150,000	4,187,200	(962,800)	-19%
Debt Service	69,594,300	69,555,300	69,555,400	69,215,200	(340,100)	0%
Transfers Out	116,447,200	117,918,400	112,467,600	110,413,300	(7,505,100)	-6%
TOTAL Capital Project Development and Delivery	$ 554,101,100	$ 690,367,700	$ 595,874,700	$ 702,287,700	$ 11,920,000	2%

Capital Project Development and Delivery Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Capital Project Manager	3.49	2.55	2.45
Chief Financial Officer	0.19	0.05	0.16
Community Engagement Manager	0.01	0.01	0.02
Deputy Director of Financial Administration	0.14	0.05	0.00
Deputy Executive Director	0.04	0.04	0.04
Executive Director	0.13	0.07	0.04
External Affairs Director	0.02	0.04	0.08
Facilities Administrator	0.13	0.16	0.14
IT Administrator	0.00	0.14	0.00
Legislative Affairs Manager	0.00	0.04	0.02
Management Analyst	0.54	0.02	0.00
Procurement Analyst	0.06	0.14	0.13
Procurement Manager	0.42	0.38	0.28
Project Delivery Director	0.96	0.74	0.94
Public Affairs Manager	0.44	0.40	0.40
Right of Way Manager	0.61	0.50	0.40
Senior Administrative Assistant	0.47	0.33	0.47
Senior Capital Project Manager	1.99	3.85	3.80
Senior Management Analyst	3.16	3.47	3.67
Senior Procurement Analyst	0.22	0.19	0.20
Toll Customer Service and System Manager	0.00	0.05	0.05
Toll Operations Director	0.00	0.32	0.13
Toll Project Delivery Director	0.00	0.90	0.95
Toll Systems Engineer	0.00	0.10	0.15
Toll Technology Manager	0.00	0.32	0.13
FTE	13.02	14.86	14.65

Department Overview

The primary responsibility of Capital Projects is the development and delivery of major highway and rail capital projects where the Commission is identified as the lead agency. The delivery of a capital project can include tasks such as feasibility studies, preliminary engineering, environmental clearance, final design, right of way acquisition, utility relocation, construction, construction management, and design-build in addition to the management of various types of agreements. Capital Projects also develops and delivers a limited number of highway, regional arterial, and regional trail projects on behalf of local jurisdictions; these efforts are funded by the local jurisdictions through funding agreements with the Commission. Approximately 53% of the Commission's FY 2023/24 budgeted expenditures originates in this department managed by the Toll Project Delivery and Project Delivery Directors responsible for the capital program.

Capital Projects accelerates delivery of the Measure A, toll, state, and federally funded highway, regional arterial, and rail capital improvement projects throughout the County. Highway improvements currently in progress include the addition of mixed flow, truck climbing and descending, auxiliary, and tolled express lanes; widening and realignment projects; interchange improvements; a new CETAP corridor; and smart freeway improvements. Commuter rail capital improvements include the expansion of commuter rail service in Western County and related station improvement and rehabilitation projects.

Regional arterial capital improvements include Western County TUMF and Measure A regional arterial projects administered by the Planning and Programming Department and reimbursements to CVAG related to the highway and regional arterial program that it administers in the Coachella Valley. Capital Projects may develop and deliver Western County regional arterial projects on behalf of local jurisdictions, as noted previously.

The 2009 Measure A program includes funding to the incorporated cities and the County unincorporated areas for local streets and roads maintenance, repair, and construction. The budgeted amount is set by formula established in the Measure A TIP. Each jurisdiction's respective allocation is based on population (Western County and Palo Verde Valley) or dwelling units (Coachella Valley) and the amount of sales tax generated. The Planning and Programming Department administers the local streets and roads funding eligibility reviews.

Capital Projects provides the necessary coordination between the Commission and Caltrans for the development of scope, cost, and project delivery schedules for Measure A projects that include STIP funding or are on the state highway system.

Given the support required to oversee and participate in the project development work, costs for Commission staff and related support are included in this department budget. The projects identified in the FY 2023/24 budget funded by Measure A, TUMF, state, or federal funds as well as existing and future toll revenues require the continued support of the Bechtel project management team which includes program managers, project engineers, construction engineers, inspectors, contracts administration, and support staff.

The Commission incurred debt for highway (non-tolled and tolled), new corridor, regional arterial, and local streets and roads projects for which title usually vests or, upon completion, will vest with Caltrans or local jurisdictions for ongoing operations and maintenance. The financed projects are not assets of the Commission for which the Commission will have operating responsibilities, except for the intangible rights to operate the express lanes on SR-91 and I-15. Accordingly, future operating costs related to the non-capitalized projects cannot be determined since they are not the Commission's responsibility and are not applicable to the annual budget. Operating budget

impacts for the Commission's toll assets and non-financed rail assets are included in the annual budget.

Right of Way Acquisition, Utility Coordination, and Support Services

The primary goal of the Right of Way Management Division is the delivery of right of way in the most cost-effective manner and within project schedules, while adhering to federal and state regulations. To implement the Commission's directive, the Commission maintains on-call agreements with right of way consultant services in the fields of right of way engineering and surveying, environmental assessment, appraisal and appraisal review, acquisition and relocation, property management, and utility relocation. The Right of Way Management Division supervises and manages right of way services and related support for individual projects that are included in the Capital Projects budget and for habitat acquisition related to the RCA's MSHCP.

Property Management

The Commission strives to manage its real property with the objective of maximizing existing and future public transportation benefits, safety, and income by means of professional property management policies and procedures. This includes issuing licenses and rights of entry for authorized third-party uses, as well as investigating and resolving issues regarding uses not authorized by the Commission or RCA. During FY 2014/15, the Commission performed a comprehensive analysis of existing licenses and encroachments. The Commission resolved private use and utility encroachments on the SJBL, resulting in additional licenses. The Commission continues to monitor, identify and, if necessary, enter new licenses or eliminate encroachments on SJBL. In certain limited situations, the Commission may also grant easements. Similar efforts to identify and convert lease agreements to license agreements for RCA were completed in late FY 2021/22. In addition, various rights of entry are entered into for the benefit of special studies or projects on RCA land which may provide a benefit to the sensitive habitat currently in conservation.

The property management scope of work on all Commission-owned properties consists of general maintenance activities and security measures. The property management function includes the demolition and clearance of structures and other improvements on acquired property, excluding commuter rail stations. Additionally, the Commission must manage real property acquired for a project until required for construction.

Since 1990, the Commission has acquired property assets in the course of rail and highway project implementation. The Commission acquires and transfers to Caltrans most of these parcels upon project completion. Upon project completion, all remaining portions of properties within every project are reassessed and deemed surplus, when it has been determined that the continued retention of the property no longer supports the Commission's policy goals and objectives.

Property acquisition for the 91 Project began in 2010 with all the 197 required parcels acquired and delivered to the design-builder by June 2015. The last remaining parcel acquired through condemnation action in late 2022. Right of way will continue the project closeout effort and transfer the necessary property interest to the various agencies.

Long-Term Strategic Planning

The Commission completed a significant effort in December 2006 to develop an implementation plan strategy for the 2009 Measure A state highway program, with a focus on the first 10 years of the program through 2019. The effort, known as the Western County Highway Delivery Plan, included an objective-based assessment of the Western County portion of the 2009 Measure A TIP along with the prioritization of the program of projects. The Commission selected four highway corridors (I-215, I-15, I-10, and SR-91) as the priority focus for the first 10 years of the 2009 Measure

A program, and long-term development work was approved for large-scale projects such as the development of the MCP and realignment of SR-79.

Project development activities for these projects have been ongoing, including an update and reprioritization in January 2010 in response to the economic downturn. The Commission completed a scope reevaluation of the I-15 Express Lanes project and adopted a new scope of work that consists of tolled express lanes on the northern 15 miles of I-15 in the County which opened in April 2021. The Commission deferred the I-10 truck climbing lanes project several years and replaced it with added safety improvements on SR-60, which has completed construction. For the strategic projects, the Commission completed preliminary engineering and environmental clearance for the MCP and SR-79 realignment projects and has been acquiring property for those projects to meet the environmental mitigation requirements. The Commission has recently completed construction on the first construction package for the MCP I-215/Placentia Avenue interchange. In addition, the Commission has commenced the design of the next phase of the MCP, MCP construction package 3 along Ramona Expressway.

Following the January 2019 Annual Workshop, the Commission assigned an ad hoc committee to establish a new 10-year Western County Highway Delivery Plan for 2019-2029. Development of the new Western County Highway Delivery Plan focused on Commission-sponsored highway projects in Western County to be delivered between 2019 and 2029.

In July 2019 the new Western County Highway Delivery Plan was adopted, for the period 2019-2029. Projects were placed into three groups based on the likelihood of obtaining full funding. Group 1 projects (or project phases) are considered fully funded given existing and expected local funding from Measure A, tolls, and other local sources as well as state and federal funding. Group 2 projects (or project phases) are partially funded with full funding likely available over the 2019-2029 period. Group 3 projects represent partner agency-sponsored projects being assisted by Commission funding. While not part of the Commission's Western County Highway Delivery Plan these notable projects are reflected for reference.

CVAG developed a strategic plan for Coachella Valley highway and regional arterial projects based upon a transportation project prioritization study that is updated periodically.

The PVL project, included in the 1989 and 2009 Measure A programs, is now complete and has been in operation since June 2016. The Commission develops other rail capital projects in coordination with SCRRA or based on a rail station plan that is updated periodically. Recently, the Commission commenced construction of the Moreno Valley March Field station expansion and the design of the South Perris station and Layover expansion and Perris Valley Line Double Track Moreno Valley to Perris projects. Station operation costs are included in the Rail Department budget.

Four new Western County transportation corridors were identified through CETAP and are eligible for 2009 Measure A Western County new corridor and TUMF CETAP funding. Given the size and anticipated cost of these new corridors, they are moving forward on varied schedules with the work on the internal corridors – the MCP being the most advanced. Right of way acquisition for the first construction package of the MCP is complete and acquisitions for the remainder of MCP will be considered for extraordinary acquisitions on a case-by-case basis.

These strategic planning activities play a significant part of the Commission's annual budget process, in particular the capital budget.

Detailed descriptions of the capital projects, including local streets and roads funding, that are included in the FY 2023/24 budget follow the Department Goals.

Department Goals

CAP1 – Build upon and strengthen the partnership with Caltrans toward timely delivery of identified Measure A, toll, and STIP projects. *(Policy Goals: Quality of Life, Connecting the Economy)*

CAP2 – To the extent permitted by law, pursue reasonable involvement of local DBE and SBE firms in contract work. *(Policy Goal: Operational Excellence)*

CAP3 – Provide effective communication of project progress to the Board, city councils, the County Board of Supervisors, Caltrans, CTC, FTA, FRA, and Federal Highway Administration. *(Policy Goal: Operational Excellence)*

CAP4 – Work with Caltrans and other agencies toward completion of preliminary engineering and environmental clearance of all projects. *(Policy Goal: Quality of Life)*

CAP5 – Construct the highway projects identified in the budget. *(Policy Goals: Quality of Life, Operational Excellence, Connecting the Economy)*

CAP6 – In coordination with the Rail Manager, construct capital improvements at existing commuter rail stations as identified in the budget. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

CAP7 – Acquire right of way for rail, highway, and conservation projects identified in the budget. *(Policy Goals: Quality of Life, Operational Excellence)*

CAP8 – Identify innovative financing strategies to fully fund projects identified in the Western County Highway Delivery Plan. *(Policy Goals: Quality of Life, Operational Excellence)*

CAP9 – Identify innovative technologies that can be used to improve congestion while complying with the State of California climate action plan.

CAP10 – Identify methods to implement the necessary highway projects while complying with the State of California climate action plan.

Capital Projects Summary

The following is a summary of the capital projects included in the FY 2023/24 budget with costs generally categorized by engineering, right of way, construction, and design-build phases in addition to other project-related costs such as salaries and benefits, Bechtel project management, and legal fees.

Western County Highway and Regional Arterial Projects

SR-60 Truck Lanes and Habitat Mitigation & Monitoring (P003029 & P003058)

Provide funding and support for construction for eastbound climbing and westbound descending truck lanes from Gilman Springs Road to west of Jack Rabbit Trail; upgrade existing shoulders to standard widths. the SR-60 Truck Lanes project was substantially completed in 2022 and the total project cost is estimated at $138 million. The SR-60 Truck Lanes habitat mitigation and monitoring project will be established for a minimum of five years to comply with required environmental conditions required by other resource agencies.

FY 2023/24 Cost	$	500,000	Engineering
	$	520,000	Construction
	$	25,000	Right of way
	$	102,500	Other project-related costs
Funding Impact	Costs funded with CMAQ, STIP/RIP, SHOPP, and 2009 Measure A highway funds. Caltrans is the lead agency for preliminary engineering and design. The Commission is the lead agency for right of way acquisition, construction, and mitigation.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

SR-79 Realignment (P003003)

Complete post-environmental phase work for realignment from Gilman Springs Road to Domenigoni Parkway. The total estimated project cost is $1.2 billion. Initiation of subsequent phases will be dependent upon the availability of funding. Right of way acquisition dependent upon the availability of funding.

FY 2023/24 Cost	$	440,000	Engineering
	$	99,500	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial, TUMF CETAP, and federal funds.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

91 Project (P003028)

Continue to closeout right of way and plant establishment for the tolled express and mixed flow lanes project from the Orange County line to Pierce Street in the City of Corona, including tolled express lanes connectivity to I-15 and improvements to the 15/91 interchange. Project development activities began in September 2007 and lanes were open to traffic in March 2017. The 91 Project cost is estimated at $1.4 billion, including financing costs.

FY 2023/24 Cost	$ 1,445,000	Construction
	$ 700,000	Right of way
	$ 440,000	Design-build
	$ 493,700	Other project-related costs
Funding Impact	Costs funded using 2009 Measure A highway, new corridor, and economic development funds including sales tax revenue bonds and commercial paper, toll revenue bonds, a federal TIFIA loan, STIP and State LPP funds, and 1989 Measure A contribution.	
Operating Budget Impact	Operation and maintenance of the tolled express lanes facilities are the responsibility of the Commission, while all other state highway operations are the responsibility of Caltrans. Current estimates of annual operating and maintenance costs are $17 million. Such costs are paid from the collection of RCTC 91 Express Lanes toll revenues. Toll operating costs are included in Toll Operations Department budget.	

71/91 Connector Project (P003021)

Commenced construction of the new 71/91 upper-level connector in January 2023. The project is expected to be completed in 2025. The total estimated project cost is $128 million.

FY 2023/24 Cost	$ 300,000	Engineering
	$ 64,000,000	Construction
	$ 640,000	Right of way
	$ 1,281,900	Other project-related costs
Funding Impact	Costs for right of way acquisition and utility relocation work primarily funded using Congressionally designated federal funding remaining from previous area projects; construction costs to be primarily funded with STIP-RIP and SB 1 TCEP funds. Other costs funded with 2009 Measure A highway funds and SB 1 LPP funds.	
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.	

91 Eastbound Corridor Operations Project (P003055)

Begin project development and environmental studies for an eastbound operational lane on SR-91 from SR-241 in Orange County to SR-71. This project was previously approved with the 91 Corridor Improvement Project Environmental Impact Report/Environmental Impact Study (EIR/EIS) as a future phase. Scope development and an environmental revalidation will be performed in FY 2022/23.

FY 2023/24 Cost	$	2,000,000	Engineering
	$	1,385,600	Other project-related costs
Funding Impact	Costs funded with 2009 Measure A highway and new corridor funds.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

I-15 Express Lanes Project (P003027)

Closeout the design-build, toll system design, and construction to add two tolled express lanes in each direction from SR-60 to Cajalco Road in the city of Corona. The project is using the design-build method of project delivery. Project development activities began in April 2008, and lanes were opened to traffic in April 2021. The estimated total project cost is $472 million, including financing costs.

FY 2023/24 Cost	$	497,000	Construction
	$	198,000	Right of way
	$	542,00	Design-build
	$	141,300	Other project-related costs
Funding Impact	Project development costs funded using 2009 Measure A highway funds. Federal CMAQ and STBG funds were used to fund interagency support and a portion of design-build costs. A federal TIFIA loan secured by the Commission funded a portion of design-build and toll system costs. Proceeds from sales tax revenues debt completed the project financing.		
Operating Budget Impact	Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission, while all other federal and state highway operations are the responsibility of Caltrans. Preliminary estimates of annual operating and maintenance costs are $16 million. Such costs will be paid from the collection of 15 Express Lanes toll revenues.		

15/91 Express Lanes Connector (P003039)

Continue design and construction to add an express lanes connector between SR-91 and I-15 to the north. The project is using the design-build method of project delivery for some of the work through amendments to existing contracts related to the 91 Project (P003028) and the I-15 Express Lanes project (P003027), as permitted by AB 115 signed by the Governor in June 2017. The remaining work is being accomplished through a competitive design-build contract that was awarded in April 2020. Project development activities began in May 2017, and lanes are expected to be open to traffic in 2023. The estimated total project cost is $270 million.

FY 2023/24 Cost	$ 3,114,000	Construction
	$ 55,000	Right of way
	$ 33,073,000	Design-build
	$ 2,147,000	Other project-related costs
Funding Impact	Costs funded primarily by state SB 132 funds with RCTC 91 Express Lanes surplus toll revenues for the balance.	
Operating Budget Impact	Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission. Such costs will be paid from the collection of 15 Express Lanes toll revenues.	

I-15 Express Lanes–Southern Extension (P003044)

The proposed project is to add two express lanes in each direction on the I-15 between SR-74 and Cajalco Road. The project proposes to extend express lanes south of the RCTC 15 Express Lanes. Project development activities began in September 2017 when the Board approved STIP funds for the next phase of project development. Public scoping of the project was completed in November 2019 and an ERI/EIS is the expected environmental document. Preliminary engineering and environmental studies efforts will continue in FY 2022/23 and expected to be complete in FY 2024/25. The Commission is currently proceeding with a design-bid-build delivery for the project. The Commission expects to procure a final design contract in FY 2022/23.

FY 2023/24 Cost	$ 8,178,000	Engineering
	$ 2,000,000	Design-build
	$ 3,261,000	Other project-related costs
Funding Impact	All project development costs funded by federal CMAQ and Measure A highway funds. Federal CMAQ funds subsequently replaced STIP funds.	
Operating Budget Impact	Development of future tolled express lanes can be funded by federal and state sources, in addition to toll revenue bonds and Measure A highway funds. Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission, while all other federal and state highway operations are the responsibility of Caltrans. Commission costs will be paid from the collection of toll revenues.	

15 Corridor Operations Project (P003052)

The proposed project is to add a southbound lane extension (TRAP lane) on the I-15 between Cajalco Road and Weirick Road interchanges. Features of the project include paving of the median, widening of Bedford Wash Bridge, and restriping to accommodate the new lane. In summer 2020, the Commission evaluated the traffic operations, geometric, and funding feasibility of the project. The Commission approved, in October 2020, the commencement of project development and final design activities. The Commission executed a cooperative agreement with Caltrans for the project development, final design, and construction phases. The environmental document is expected to be completed in 2022 with construction starting as early as 2023.

FY 2023/24 Cost	$ 2,746,000	Engineering
	$ 276,300	Other project-related costs
Funding Impact	All project development costs funded by Federal CMAQ and 2009 Measure A highway funds.	
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.	

I-15 Express Lanes–Northern Extension (P003050)

In Spring 2020, the Commission approved work with SBCTA to help facilitate delivery of the Riverside County portion of the SBCTA I-15 Freight Corridor Project. The scope of the larger SBCTA project is to add express lanes in each direction from Foothill Boulevard in San Bernardino County to Cantu-Galleano Ranch Road in Riverside County. This project will connect seamlessly with the Riverside 15 Express Lanes. The project is expected to start construction in 2023 and open to traffic in 2026. Currently, the Commission is working with SBCTA on the final design of the express lanes in Riverside County, confirming financial feasibility of adding the I-15 Express Lanes – Northern Extension segment, and defining the responsibility and terms of operations for the new toll segment. Although this cross-county project is not identified in Measure A, the delivery of the project would add to and enhance the planned regional express lanes network. The project will use a traditional design-bid-build delivery and is currently in final design. The Commission will need to exert significant staff and consultant effort in the coming years to provide oversight of the design and construction and manage implementation of the toll operations system of this new segment. In FY 2022/23, staff will work with SBCTA to continue development of the cooperative agreement, gain TIFIA acceptance of the new segment, and continue final design oversight reviews. The Commission will review and ensure all design, construction, and operational activities for the I-15 Express Lanes – Northern Extension segment does not harm the Riverside 15 Express Lanes operations.

FY 2023/24 Cost	$ 483,000	Design-build
	$ 353,900	Other project-related costs
Funding Impact	All project development costs for the Riverside 15 Express Lanes improvements, currently estimated at $67.2 million, will be funded by SBCTA through SB-1 TCEP grant funds and federal CMAQ funds.	
Operating Budget Impact	Discussions with SBCTA are continuing regarding the responsibility of operation and maintenance of the future tolled express lanes segment. All other federal and state highway operations are the responsibility of Caltrans. Commission costs, if required, will be paid from the collection of toll revenues.	

I-15/Railroad Canyon Interchange (P005104)
The project modified the existing Railroad Canyon interchange adding additional ramp and local street capacity as well as reducing by one signalized intersection. The construction of Phase 1 for the city of Lake Elsinore was substantially complete in 2022. The estimated total project cost is $35 million.

FY 2023/24 Cost	$	30,000	Engineering
	$	231,000	Construction
	$	10,000	Right of way
	$	177,700	Other project-related costs
Funding Impact	Costs funded using TUMF, SB 1 LPP, and STIP.		
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.		

I-15 Express Lanes Ingress/Egress Project (P003057)
Analyze locations for ingress and egress zones for potential future extension of express lanes on I-15 from the city of Lake Elsinore to the city of Murrieta. The estimated project cost is $500 million.

FY 2023/24 Cost	$	1,000,000	Engineering
	$	140,300	Other project-related costs
Funding Impact	Project development costs funded using planning and programming LTF.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

Mid County Parkway (P002302, P002317, P002320, P002324, & P002328)
Continue construction of I-215/Placentia interchange, the first construction package, commence design for construction package 3 along Ramona Expressway, acquire right of way at imminent risk for development parcels for construction package 2, and perform activities related to post-environmental/permitting, design and right of way for a new corridor from I-215 to SR-79. Construction of this new facility will be completed over many years as funding becomes available and is estimated to cost $1.7 to $1.9 billion.

FY 2023/24 Cost	$	5,055,000	Engineering
	$	550,500	Construction
	$	26,012,000	Right of way
	$	2,077,200	Other project-related costs
Funding Impact	Costs for the construction packages funded with TUMF CETAP, 2009 Measure A new corridor, SB 1 LPP, and STBG funds.		
Operating Budget Impact	The County of Riverside will be responsible for highway operations on construction package 3.		

I-10/Highland Springs Interchange (P005135)
Continue project development and environmental studies to improve the I-10/Highland Springs Avenue interchange, located on the boundary between the cities of Beaumont and Banning. The estimated total project cost is $29 million.

FY 2023/24 Cost	$	1,000,000	Engineering
	$	10,000	Right of way
	$	195,300	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial.		
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.		

Smart Freeways (P003051)
Continue environmental clearance, design, and commence construction and systems operation for two-years of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. The estimated total project cost is $24.7 million.

FY 2023/24 Cost	$	1,700,000	Engineering
	$	12,240,000	Construction
	$	2,240,000	Other project-related costs
Funding Impact	Costs funded using federal CMAQ, congressional earmarks, Caltrans SHOP funding, and Measure A new corridor funds.		
Operating Budget Impact	Operations costs during the pilot period of two years will be included in the construction contract costs.		

Various Western Riverside County Transportation Efficiency Corridor Projects (P003040 & P003041)
Provide funding and support to local jurisdictions for the engineering, construction, and right of way activities related to four Western County projects including I-15/Limonite interchange, Hamner bridge widening, and Jurupa Avenue and McKinley grade separation projects funded by SB 132.

FY 2023/24 Cost	$	16,242,400	Construction
Funding Impact	Costs funded using state SB 132 funds.		
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans; grade separation operations are the responsibility of the local jurisdiction.		

Various Western County Highway Projects (P003001, P003005, P003017, P003023, P003038, P003056, P005136, P223999, P613999, P615133, P622402, P623994, P623999 & P735000)
Provide funding and support to various Western County highway and grade separation projects, including the I-15 smart corridor; I-15 Express Lanes Ingress/Egress project; close-out of Pachappa Underpass, SR-91 HOV lanes from Adams Street to the 60/91/215 interchange, and the 60/215 East Junction HOV lane connectors; and to continue development of the SR-74 corridor-Ethanac Road project.

FY 2023/24 Cost	$	565,000	Engineering
	$	1,900,200	Construction
	$	459,500	Right of way
	$	8,294,900	Other project-related costs
Funding Impact	Costs funded using primarily 1989 and 2009 Measure A highway funds.		
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.		

Various Western County Measure A and TUMF Regional Arterial Projects
(P005200, P005209, P005210, P005116, P005127, P005137, P005138, P663041, P663042 & P725000)
Provide Western County Measure A and TUMF funding and support through the Planning and Programming Department for the engineering, right of way, and construction activities related to various Western County Measure A and TUMF regional arterial projects approved by the Commission. Total project costs approved for MARA and TUMF regional arterial projects approximate $143 million.

FY 2023/24 Cost	$	3,910,000	Engineering
	$	150,864,000	Construction
	$	11,214,000	Right of way
	$	94,800	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial and 2009 Measure A regional arterial funds with various local jurisdictions as lead agency for their respective projects.		
Operating Budget Impact	N/A; regional arterial operations are the responsibility of the local jurisdictions.		

Rail Projects

Moreno Valley – March Field Station Upgrade (P004026)
Continue the construction to add an additional platform, rehabilitate and replace an existing second track, and add a new signal system. Engineering is complete, but design support will be necessary during construction; construction is expected to be completed in 2024. The total project cost is estimated at $40 million.

FY 2023/24 Cost	$	200,000	Engineering
	$	17,250,000	Construction
	$	10,000	Right of way
	$	150,100	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

Riverside-Downtown Station Improvements Project (P004027 & P003038)
Continue environmental studies for expanding operational flexibility through the construction of an additional center platform and associated tracks on the south side of the station, extend the existing pedestrian bridge, and add an additional elevator for the new platform. Environmental clearance is expected to be completed by 2024. The total project cost is estimated at $149 million.

FY 2023/24 Cost	$	750,000	Engineering
	$	135,100	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

South Perris Station and Layover Expansion Project (P003837)
Begin engineering to add an additional platform, second station track, fourth layover track, and a new signal system. Engineering is anticipated to be completed summer of 2024. The total project cost is estimated at $22.4 million.

FY 2023/24 Cost	$	1,030,000	Engineering
	$	125,000	Construction
	$	255,400	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

Perris Valley Line Double Track Moreno Valley to Perris Project (P003836)
Begin engineering and design to rehabilitate and replace an existing second track for 6.7 miles and add a new signal system. Engineering is anticipated to be completed by 2025 The total project cost is estimated at $30 million.

FY 2023/24 Cost	$	2,250,000	Engineering
	$	150,000	Right of way
	$	180,900	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

Various Western County Rail Projects (P652402 & P004011)
Provide Measure A funding and support for right of way activities related to various rail projects.

FY 2023/24 Cost	$	300,000	Right of way
	$	4,187,200	Property improvements (capital outlay)
	$	2,139,100	Other project-related costs
Funding Impact	Costs funded using 2009 Measure A Western County rail funds.		
Operating Budget Impact	N/A; these rail projects may be improvements beyond the rail station boundaries that benefit local jurisdictions that are responsible for operations in those areas.		

Local Streets and Roads

Western County Area
Distribute local return funding for local streets and roads projects in Western County.

FY 2023/24 Cost	$ 885,000	Banning
	875,000	Beaumont
	318,000	Calimesa
	286,000	Canyon Lake
	5,611,000	Corona
	3,219,000	Eastvale
	2,791,000	Hemet
	3,381,000	Jurupa Valley
	2,293,000	Lake Elsinore
	3,028,000	Menifee
	6,392,000	Moreno Valley
	3,615,000	Murrieta
	985,000	Norco
	2,858,000	Perris
	10,776,000	Riverside
	1,502,000	San Jacinto
	4,354,000	Temecula
	1,005,000	Wildomar
	1,313,000	WRCOG
	9,104,000	Riverside County
	64,591,000	Total Western County
	(147,300)	Less: Allocation of administrative costs
	$ 64,443,700	Total Western County, net
Funding Impact	All costs distributed in accordance with 2009 Measure A local streets and roads funds.	
Operating Budget Impact	N/A; local streets and roads operations are the responsibility of the local jurisdiction.	

Coachella Valley Area
Distribute local return funding for local streets and roads projects in Coachella Valley.

FY 2023/24 Cost	$ 2,040,000	Cathedral City
	832,000	Coachella
	723,000	Desert Hot Springs
	331,000	Indian Wells
	2,670,000	Indio
	2,013,000	La Quinta
	3,564,000	Palm Desert
	3,318,000	Palm Springs
	1,212,000	Rancho Mirage
	2,606,000	Riverside County
	19,309,000	Total Coachella Valley
	(147,300)	Less: Allocation of administrative costs
	$ 19,161,700	Total Coachella Valley, net
Funding Impact	All costs distributed in accordance with 2009 Measure A local streets and roads funds.	
Operating Budget Impact	N/A; local streets and roads operations are the responsibility of the local jurisdiction.	

Palo Verde Valley Area

Distribute local return funding for local streets and roads projects in Palo Verde Valley.

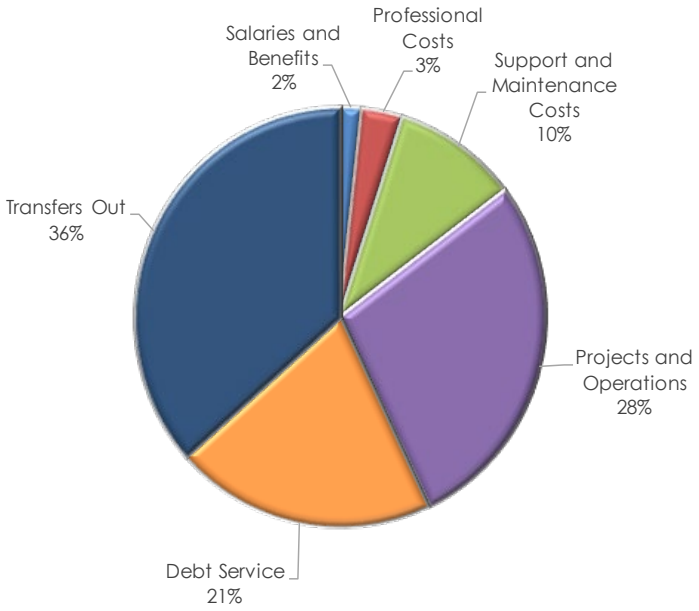
FY 2023/24 Cost	$	841,000	Blythe
		246,000	Riverside County
		1,087,000	Total Palo Verde Valley
		(147,300)	Less: Allocation of administrative costs
	$	939,700	Total Palo Verde Valley, net
Funding Impact	All costs distributed in accordance with 2009 Measure A local streets and roads funds.		
Operating Budget Impact	N/A; local streets and roads operations are the responsibility of the local jurisdiction.		

Toll Operations

Mission Statement:

Toll Operations efficiently operates express lanes with high customer satisfaction to reduce congestion, improve mobility, and manage demand.

Chart 42 – Toll Operations



Expenditures

Toll operations expenses of $108,022,800 represent the seventh full year of operating expenses and debt service for the RCTC 91 Express Lanes and the third full year of operating expenses and debt service for the 15 Express Lanes. (Table 54).

Approximately 43% of the expenses and other uses are comprised of operations, maintenance, and support costs, when excluding debt service and transfers out. Salaries and benefits reflect a decrease of 18% due to net changes in FTE allocations offset by a 4% pool for performance merit-based salary increases. Professional costs of $3,469,000 consist of toll services consultants, traffic and revenue consultants, financial advisors, general and specialized legal counsel, audit and financial services, and rating agency and TIFIA loan servicing fees. Support and maintenance costs of $10,627,400 include road and systems maintenance, insurance, credit card processing fees, violations enforcement, transponder costs, marketing, lease, travel, and other support costs. Program operations costs of $24,921,800 primarily includes the Commission's share of the toll contractor cost to operate the 91 Express Lanes, toll services provider cost for the 15 Express and FSP services. Construction and design build costs of $5,405,300 relate to the RCTC 91 Express Lanes repair and rehabilitation and eastbound express lane to McKinley Avenue projects. Capital outlay of $85,000 consists of transponders and roadside operation vehicles.

Debt service of $22,201,000 is related to interest payments for the 2021 Toll Refunding Bonds.

Transfers out relate to $38,159,000 of toll operations surplus revenues to fund the 15/91 Express Lanes Connector project and $1,320,000 for the administrative cost allocation.

Table 54 – Toll Operations Uses Detail

	FY 21/22 Actual	FY 22/23 Revised Budget	FY 22/23 Projected	FY 23/24 Budget	Dollar Change	Percent Change
Salaries and Benefits	$ 1,357,200	$ 2,244,000	$ 2,243,800	$ 1,834,300	$ (409,700)	-18%
Professional Costs						
Legal Services	125,100	206,600	145,200	442,000	235,400	114%
Audit Services	61,600	67,500	65,000	68,000	500	1%
Financial Advisory	116,400	136,000	130,500	135,500	(500)	0%
Professional Services - General	1,948,800	3,400,900	1,069,500	2,823,500	(577,400)	-17%
Total Professional Costs	2,251,900	3,811,000	1,410,200	3,469,000	(342,000)	-9%
Support and Maintenance Costs	5,309,400	9,895,400	7,077,500	10,627,400	732,000	7%
Projects and Operations						
Program Operations	16,155,600	18,797,000	16,053,700	24,921,800	6,124,800	33%
Construction	2,151,000	19,256,000	19,418,000	4,022,300	(15,233,700)	-79%
Design Build	1,672,100	5,684,000	5,684,000	1,383,000	(4,301,000)	-76%
Total Projects and Operations	19,978,700	43,737,000	41,155,700	30,327,100	(13,409,900)	-31%
Capital Outlay	11,000	125,000	8,400	85,000	(40,000)	-32%
Debt Service	28,173,200	22,201,000	22,201,000	22,201,000	-	0%
Transfers Out	6,000,800	76,540,000	53,244,000	39,479,000	(37,061,000)	-48%
TOTAL Toll Operations	$ 63,082,200	$ 158,553,400	$ 127,340,600	$ 108,022,800	$ (50,530,600)	-32%

Toll Operations Staffing Summary

Position	FY 21/22	FY 22/23	FY 23/24
Capital Project Manager	0.05	0.00	0.05
Chief Financial Officer	0.09	0.10	0.04
Deputy Director of Finance	0.06	0.06	0.05
Deputy Executive Director	0.01	0.07	0.04
Executive Director	0.01	0.07	0.04
External Affairs Director	0.00	0.01	0.01
Facilities Administrator	0.00	0.10	0.08
Financial Analyst	0.93	0.95	0.94
IT Administrator	0.00	0.02	0.00
Legislative Affairs Manager	0.00	0.01	0.00
Procurement Analyst	0.00	0.05	0.04
Procurement Manager	0.00	0.10	0.14
Senior Administrative Assistant	0.00	0.03	0.00
Senior Capital Project Manager	0.00	0.15	0.00
Senior Financial Analyst	0.37	0.40	0.70
Senior Management Analyst	1.00	1.90	2.01
Senior Procurement Analyst	0.00	0.05	0.09
Toll Customer Service Manager	1.00	0.95	0.95
Toll Operations Director	1.00	0.68	0.87
Toll Project Delivery Director	0.00	0.10	0.05
Toll Systems Engineer	1.00	0.90	0.85
Toll Technology Manager	1.00	0.68	0.87
FTE	6.52	7.38	7.82

Department Overview

Express Lanes Planning History

In December 2006, the Commission adopted the Western Riverside County Delivery Plan that served as a 10-year capital improvement plan from 2009-2019 for Western County freeways and highways. To address unprecedented population, economic, and travel demand growth in Western County, the Commission desired to provide freeway corridor improvements beyond what traditional funding sources would be able to provide. The Commission studied innovative funding sources, including tolling, in advance of the adoption of the Western Riverside County Delivery Plan as a means to provide more transportation improvements.

In 2006, the Commission conducted a toll feasibility study that determined that SR-91 and I-15 were both feasible corridors to introduce tolling via high occupancy toll lanes (now referred to as express lanes). The Western Riverside County Delivery Plan detailed ambitious improvements to the SR-91 and I-15 corridors including the addition of two tolled express lanes in each direction and the ability to operate and maintain these tolled express lanes for a long-term period. The Commission's commitment in 2006 to tolling also indicated its future intent to become an operating toll agency and establish the Toll Operations Department. In FY 2017/18, the Commission initiated a second toll feasibility study (Next Generation Toll Feasibility Study) to assist in the determination of the location and type of future toll projects. In FY 2019/20, the Commission initiated project development activities for the 15 Express Lanes–Southern Extension, which are included in the Capital Project Development and Delivery Department.

Express Lanes Operations

The Toll Operations Department, as supported by contractors and consultants, is responsible for the management of express lanes in Riverside County. In addition to operations and maintenance, the responsibilities include toll system design, implementation, violations enforcement, customer service, and associated traffic and incident management. Toll Operations provides direct oversight to the toll services operators and roadside system contractor and administers contracts with the California Highway Patrol for toll enforcement, Caltrans for road maintenance, and various maintenance contracts. The Commission utilizes a consultant to support toll initiatives and provide oversight to the toll contractors.

Monitoring and reporting on actual toll transactions and related toll revenues is a primary responsibility for Toll Operations. Staff compares actual transactions and revenue to investment grade study projections adopted by the Commission. In addition to monitoring toll revenues, Toll Operations monitors and analyzes operation and maintenance costs during the fiscal year.

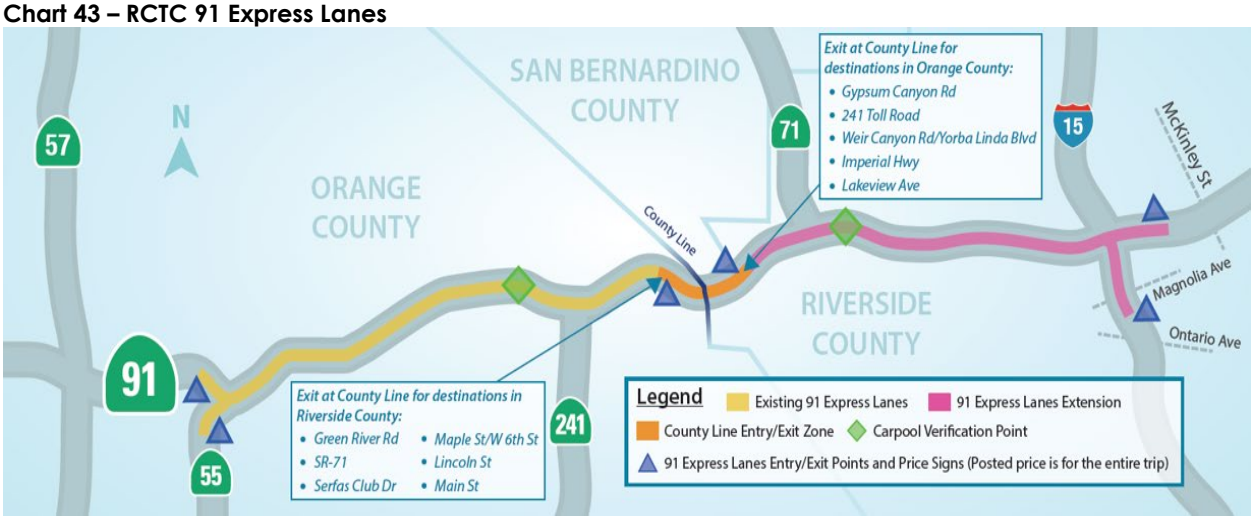
Toll Operations manages the operations and maintenance activities for the new Regional Operations Center and the Facilities and Maintenance Building in Corona, as the Commission purchased these facilities for express lanes operations.

Toll Operations supports project development by providing comprehensive input to the tolling concept of operations, contractor procurements, agency agreements, public outreach, Regional Operations Center development, and toll policies and business rules.

<u>RCTC 91 Express Lanes</u>

In March 2023, the Commission completed its sixth full year of operation of the RCTC 91 Express Lanes. The completed 91 Project connects the OCTA 91 Express Lanes with the RCTC 91 Express Lanes using a two-mile long mixing area, allowing vehicles to use either or both sections of the 91 Express Lanes (Chart 43). The RCTC 91 Express Lanes continue approximately eight miles to the I-15 interchange in Riverside County. A two-lane (one lane in each direction) direct tolled connector approximating 2.8 miles provides the RCTC 91 Express Lanes with access/egress to I-15 south of the SR-91/I-15 interchange. The Commission has the authority to charge tolls on the RCTC 91 Express Lanes for 50 years through March 2067, based on a toll facility agreement between the Commission and Caltrans.

Chart 43 – RCTC 91 Express Lanes



OCTA owns and operates the Orange County portion of the 91 Express Lanes. Under a cooperative agreement, the Commission and OCTA use the same operator for the back office and customer service center operations of the 91 Express Lanes. The Toll Operations Center and administrative offices are located in Anaheim and the Customer Service Center in Corona. The joint operation of the 91 Express Lanes provides for cost sharing and a seamless customer experience. Staff coordinates ongoing joint 91 Express Lanes marketing efforts with OCTA.

In March of 2022, a new back-office system was implemented and the operations services provided under a new contract with Cofiroute USA.

While the Commission and OCTA jointly operate and maintain the 91 Express Lanes, tolls for each of the RCTC 91 Express Lanes and the OCTA 91 Express Lanes are charged independently and reported separately. In connection with a master custodian agreement between the Commission and OCTA, tolls related to the RCTC 91 Express Lanes and the Commission's portion of non-toll revenues are deposited with the Commission's trustee into the trust estate for the RCTC 91 Express Lanes. The Commission uses these revenues to pay for operation and maintenance expenses and debt service as well as fund repair and rehabilitation reserves.

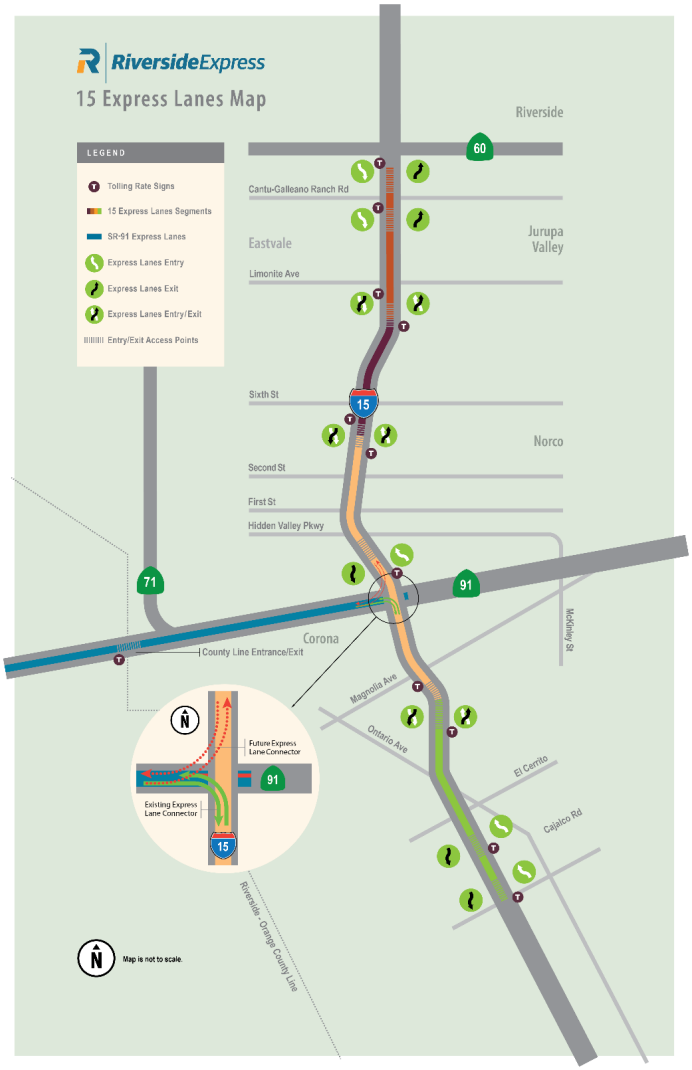
<u>15 Express Lanes</u>

In April 2021, the Commission opened the 15 Express Lanes which generally includes two lanes in each direction of the center median from Cajalco Road to SR-60, approximately 15 miles in each direction.

In late 2023, direct connectors from the eastbound 91 Express Lanes to the northbound 15 Express Lanes as well as from the southbound 15 Express Lanes to the westbound 91 Express Lanes will open and be managed by toll operations.

Similar to the RCTC 91 Express Lanes, the Commission has the authority to charge tolls on the 15 Express Lanes for 50 years after opening through April 2071 based on a toll facility agreement between the Commission and Caltrans.

Chart 45 – 15 Express Lanes



The 15 Express Lanes operator provides back office, customer service, and roadside toll system operations from the Regional Operations Center in Corona. Tolls and non-toll revenues related to the 15 Express Lanes are deposited with the Commission's trustee into the trust estate for the 15 Express Lanes. The Commission will use these revenues to pay for operation and maintenance expenses and debt service as well as fund repair and rehabilitation reserves.

Future Express Lanes Facilities

The Commission is actively constructing a tolled express lanes connector between the existing RCTC 91 Express Lanes and the 15 Express Lanes to the north of the 15/91 Express Lanes Connector. This future express connector will allow the RCTC 91 Express Lanes and the 15 Express Lanes customers to seamlessly transition from the RCTC 91 Express Lanes to and from the 15 Express Lanes to the north. The 15/91 Express Lanes Connector is expected to open in late 2023. The Capital Projects Development and Delivery Department manages the project.

The Commission is also in project development for the I-15 Express Lanes – Southern Extension. The proposed project is to add two express lanes in each direction on the I-15 between SR-74 and Cajalco Road. The project proposes to extend express lanes south of the 15 Express Lanes. Public scoping of the project was completed in November 2019 and an Environmental Impact

Report/Environmental Assessment is the environmental document. Engineering and environmental studies are ongoing and will continue through FY 2024/25. Project development activities began in September 2017 when the Board approved STIP funds for the next phase of project development. Preliminary engineering and environmental studies commenced in May 2019 with execution of a consultant contract. The Capital Projects Development and Delivery Department manages the project.

The Commission is jointly developing with OCTA, Caltrans, and the Transportation Corridor Agencies (TCA) the 241/91 Express Lanes Connector. This future facility will provide a direct connection to and from the median of the 91 Express Lanes to the SR-241 toll road. In 2019, the agencies approved a term sheet that set forth key areas of agreement for this facility. Currently, Commission staff is actively involved in the project as part of a multi-agency project development effort led by TCA with a focus on the future operations of the connector. This facility is expected to open in late 2026.

In December 2020, SBCTA received notification of significant SB 1 grant funding that will partially fund additional express lanes on the I-15 corridor from Cantu-Galleano Ranch Road in Riverside County to Foothill Boulevard in San Bernardino County. Commission staff is seeking CMAQ funds to close the funding gap in the Riverside County segment. This project will result in approximately two additional miles of two express lanes in each direction in Riverside County from Cantu-Galleano Ranch Road to the county line with an additional five miles extending into San Bernardino County. This SBCTA-led project will effectively become a northern extension of the Commission's existing 15 Express Lanes. The daily operations and maintenance of this northern extension are under discussion with SBCTA.

State and Regional Toll Efforts

Toll Operations is also working on several important efforts related to tolling.

The Commission is a member of, and staff is actively involved in the CTOC, which addresses many statewide toll issues including toll technology to improve the customer experience across the state, create synergy among toll agencies and improve legislation related to tolling.

The Commission is a member of the Western Region Toll Operators Committee (WRTOC) which is working together to prepare for the exchange of customer information and transactions regionally and nationally. Staff is actively engaged in the WRTOC.

Commission staff also participates in and provides input to regional studies performed by Caltrans District 8 and SCAG related to managed lanes (including express lanes, toll policies, and issues related to regional express lane networks).

Cash Flows from Toll Operations

The Commission pledged toll revenues as security for the toll-supported debt for the RCTC 91 Express Lanes and 15 Express Lanes. Information regarding toll debt is included in Fund Budgets/Enterprise Fund discussion.

For FY 2023/24, the Commission will deposit approximately $3.5 million, to the extent available to the RCTC 91 Express Lanes repair and rehabilitation fund. Toll Operations expenditures include $7.2 million for major repair and rehabilitation expenses permitted under the master indenture.

91 Express Lanes Roadside and System Repair and Rehabilitation (P009103 & P009104)

The Commission will perform updates to the 91 Express Lanes back-office systems to comply with changes in legislation. This work has a legislative deadline of June 30, 2024. The Commission will install poles and traffic detection devices along the 91 Express Lanes to facilitate the conversion to dynamic pricing in late 2023. Additionally, changes to the dynamic pricing engine will be made to include the 91 Express Lanes.

FY 2023/24 Cost	$	3,922,300	Construction
	$	203,000	Design-build
	$	4,390,900	Other project-related costs
Funding Impact	Costs funded with RCTC 91 Express Lanes repair and rehabilitation funds.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the RCTC 91 Express Lanes.		

The RCTC 91 Express Lanes surplus toll revenue will fund the design-build and other related cost for the development and completion of the 91 Express Lanes eastbound lane to McKinley Avenue project.

91 Express Lanes eastbound lane to McKinley Avenue (P913054)

On eastbound SR-91, in western Riverside County in the City of Corona, the Commission will add a second toll express lane from the exit to the express lane connectors (just east of the Main Street undercrossing) to the beginning of the SR-91 HOV lane just east of the Promenade Avenue overcrossing.

FY 2023/24 Cost	$	1,180,000	Design-build
Funding Impact	Costs funded with RCTC 91 Express Lanes surplus toll revenue funds.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the RCTC 91 Express Lanes.		

For FY 2023/24, the Commission will deposit approximately $570,200 to the extent available to the 15 Express Lanes repair and rehabilitation reserve fund. Toll operations expenditures include $1.3 million office system changes and ADA requirements.

15 Express Lanes System Repair and Rehabilitation (P001504)

The Commission will perform updates to the 15 Express Lanes back-office systems to comply with changes in legislation. The Commission will update the back-office system and make improvements for ADA requirements.

FY 2023/24 Cost	$	1,250,000	Toll Services
	$	100,000	Construction
Funding Impact	Costs funded with 15 Express Lanes repair and rehabilitation funds.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the 15 Express Lanes.		

The 15 Express Lanes Engineer's Technical Report projected operations and maintenance costs of approximately $16.3 million (as adjusted by an escalation factor of 2.5%), whereas the FY 2023/24 budget is approximately $15.3 million. The FY 2023/24 budgeted costs are within the Engineer's Technical Report projection. In accordance with the 2017 TIFIA Loan Agreement, expenses that account for any portion over 10% require additional explanation.

The projected cash flows for the RCTC 91 Express Lanes and the 15 Express Lanes for the year ending June 30, 2024 are presented in Table 55. The cash balances at June 30, 2024 include surplus toll revenues.

Table 55 – RCTC 91 Express Lanes and 15 Express Lanes Projected Cash Flows FY 2023/24

	RCTC 91 Express Lanes	15 Express Lanes
Cash balance at July 1, 2023 as projected	$ 134,568,900	$ 75,752,700
Cash flows from operating activities:		
Sources of operating funds:		
Toll revenue	59,207,500	27,062,000
Non-toll revenue	5,873,000	5,846,500
Reimbursements from other governments	8,074,400	100,000
Total sources of operating funds	73,154,900	33,008,500
Uses of funds for operations and maintenance:		
Salaries and benefits	901,000	882,800
Professional costs	1,582,500	1,276,000
Support and maintenance costs	6,648,500	3,978,900
Projects and operations	10,528,900	8,889,600
Capital outlay	55,000	30,000
Administrative allocation to General fund	1,023,600	296,400
Total uses of funds for operations and maintenance	20,739,500	15,353,700
Net cash provided by operations*	52,415,400	17,654,800
Cash flows from non-capital financing activities:		
Repair and rehabilitation costs	(8,516,200)	(1,350,000)
Use of surplus for development of 241/91 connector agreements	(523,400)	-
Use of surplus for 15/91 Express Lanes Connector	(38,159,000)	-
Use of surplus for 91 Express Lanes eastbound to McKinley Avenue	(1,180,000)	-
Compensate for I-15 Express Lanes - Northen Extension impacts	-	310,000
Net cash provided by (used for) non-capital financing activities	(48,378,600)	(1,040,000)
Cash flows from capital and related financing activities:		
Interest paid on 2013 Toll Bonds and 2021 Toll Refunding Bonds	(22,201,000)	-
Net cash provided by capital and related financing activities	(22,201,000)	-
Cash flows from investing activities:		
Interest on investments	1,280,500	1,016,000
Net cash provided by investing activities	1,280,500	1,016,000
Net increase (decrease) in cash	(16,883,700)	17,630,800
Cash balance at June 30, 2024, as projected	$ 117,685,200	$ 93,383,500

* Net cash provided by operations will augment funding for required repair & rehabilitation trustee balance for both the 91 Express Lanes (approproximately $3.5 million) and 15 Express Lanes (approproximately $600,000); and the Commission Initial Loan for the 15 Express Lanes totaling $3 million.

Department Goals

TO1 – Provide effective communication of project progress and toll operations to the Board members, city councils, County Board of Supervisors, Caltrans, CTC, Federal Highway Administration, TIFIA, and bondholders. *(Policy Goal: Operational Excellence)*

TO2 – Focus on timely and effective completion of toll-related capital projects and implementation of needed transportation services. *(Policy Goals: Quality of Life, Connecting the Economy, Responsible Partner*)

TO3 – Support regional transportation solutions in cooperation with toll operators in surrounding counties that are of benefit to Riverside County. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

ID	Toll Operations Performance Measures and Results	FY 21/22 Estimated Actuals	FY 21/22 Actuals	FY 22/23 Estimated	FY 22/23 Estimated Actuals	FY 23/24 Projected
TO1	Toll transactions					
	• 91 Express Lanes	14,259,691	16,778,526	14,494,167	15,018,884	15,169,073
	• 15 Express Lanes	23,632,225	23,632,225	26,203,264	24,284,866	24,770,563
TO1	Toll revenues					
	• 91 Express Lanes	$51,295,924	$30,891,022	$57,566,000	$59,650,000	$59,207,500
	• 15 Express Lanes	$30,247,371	$13,640,940	$29,435,000	$27,280,000	$27,062,000
TO1	Non-toll revenues, excluding investment income					
	• 91 Express Lanes	$6,675,200	$2,843,482	$6,478,800	$5,901,000	$5,873,000
	• 15 Express Lanes	$4,329,400	$3,002,008	$4,292,000	$6,004,000	$5,846,500

Appendix A – Glossary of Acronyms

AB	–	Assembly Bill
ATP	–	Active Transportation Program
BABs	–	Build America Bonds
Bechtel	–	Bechtel Infrastructure
BNSF	–	BNSF Railway
Board	–	Board of Commissioners for the Riverside County Transportation Commission
CAB	–	Capital Appreciation Bonds
California	–	State of California
CalPERS	–	California Public Employees Retirement System
CalSTA	–	California State Transportation Agency
Caltrans	–	California Department of Transportation
CAP	–	Commuter Assistance Program
Capital Projects	–	Capital Projects Development and Delivery, a RCTC department
CARES Act	–	Coronavirus Aid, Relief, and Economic Security Act enacted in March 2020 to support the federal government's response and help businesses and individuals in regard to COVID-19
CCTV	–	Closed-Circuit Television
CDTFA	–	California Department of Tax and Fee Administration
CEQA	–	California Environmental Quality Act
CETAP	–	Community Environmental Transportation Acceptability Process
CFAC	–	California Freight Advisory Committee
CHSRA	–	California High Speed Rail Authority
CIB	–	Current Interest Bonds
CIP	–	Capital Improvement Plan
CMA	–	Congestion Management Agency
CMAQ	–	Congestion Mitigation and Air Quality
CMP	–	Congestion Management Program
COLA	–	Cost of Living Adjustment
Commission	–	Riverside County Transportation Commission
County	–	County of Riverside
CPI	–	Consumer Price Index
CRP	–	Carbon Reduction Program
CSTAC	–	Citizens and Specialized Transit Advisory Committee
CTC	–	California Transportation Commission
CTOC	–	California Toll Operators Committee
CVAG	–	Coachella Valley Association of Governments
DBE	–	Disadvantaged Business Enterprise
District	–	Riverside County Regional Park and Open Space District
EIR/EIS	–	Environmental Impact Report/Environmental Impact Study
ERP	–	Enterprise Resource Planning
Fitch	–	Fitch Ratings
FRA	–	Federal Railroad Administration
FSP	–	Freeway Service Patrol
FTA	–	Federal Transit Administration
FTE	–	Full-time Equivalent
FTIP	–	Federal Transportation Improvement Program
FY	–	Fiscal Year
Gann	–	Gann Initiative approved by California voters in 1979
GASB	–	Governmental Accounting Standards Board
GFOA	–	Government Finance Officers Association

GHG	–	Greenhouse Gas
HCP	–	Habitat Conservation Plans
HIP	–	Highway Infrastructure Program
HOV	–	High Occupancy Vehicle (Carpool Lane)
HSIPR	–	High Speed Intercity Passenger Rail
I	–	Interstate
IE Commuter	–	Inland Empire Commuter rideshare system
IE CMCP	–	Inland Empire Comprehensive Multimodal Corridor Plan
IIJA	–	Infrastructure and Jobs Act
Inland Empire	–	Region covering Riverside and San Bernardino counties
LCTOP	–	Low Carbon Transit Operations Programs
LDMF	–	Local Development Mitigation Fee
LOSSAN	–	Los Angeles-San Diego-San Luis Obispo, a rail corridor
LPP	–	Local Partnership Program, an SB 1 funding category
LRTS	–	Long Range Transportation Study
LTF	–	Local Transportation Fund
MAAC	–	Member Agency Advisory Committee
MARA	–	2009 Measure A Regional Arterial funding for Western County
MCP	–	Mid County Parkway
Measure K	–	Increase of sales tax revenue bonds debt limit to $975 million approved by voters in November 2010
Metrolink	–	Operating name for SCRRA (see SCRRA)
MOE	–	Maintenance of Effort
Moody's	–	Moody's Investors Service
MOU	–	Memorandum of Understanding
MPO	–	Metropolitan Planning Organization
MSHCP	–	Multi-Species Habitat Conservation Plan
NEPA	–	National Environmental Policy Act
OCTA	–	Orange County Transportation Authority
PPM	–	Planning, Programming, and Monitoring
PVL	–	Perris Valley Line Metrolink Extension Project
RCA	–	Western Riverside County Regional Conservation Authority
RCTC	–	Riverside County Transportation Commission
RCTC 91 Express Lanes	–	Express lanes on SR-91 from the Orange County line to I-15 owned and operated by the Commission
RDOCC	–	Riverside Downtown Operations Control Center
RIP	–	Regional Improvement Program
RTA	–	Riverside Transit Agency
RTP	–	Regional Transportation Plan
RTPA	–	Regional Transportation Planning Agencies
RZEDBs	–	Recovery Zone Economic Development Bonds
S&P	–	S&P Global Ratings
SAFE	–	Service Authority for Freeway Emergencies
Sales tax	–	Reference including transaction and use tax such as Measure A
SB	–	Senate Bill
SB 1	–	Road and Repair Accountability Act of 2017, state legislation that increased state gas tax for transportation purposes and was signed by the Governor in April 2017
SB 132	–	State appropriation approved in April 2017 that provides $427 million in funding for five Riverside County Transportation Efficiency Corridor projects
SB 743	–	State legislation that created a process that changes how transportation impacts are analyzed under CEQA

SB 821	–	State legislation that provides funding for bicycle and pedestrian projects through the TDA
SBCTA	–	San Bernardino County Transportation Authority
SBE	–	Small Business Enterprise
SCAG	–	Southern California Association of Governments
SCCP	–	Solutions for Congested Corridors Program
SCRRA	–	Southern California Regional Rail Authority
SCS	–	Sustainable Communities Strategy
SDP	–	Service Development Plan
SGR	–	State of Good Repair (SB 1 Program)
SHOPP	–	State Highway Operations and Protection Program
SJBL	–	San Jacinto Branch Line
SOV	–	Single Occupant Vechicle
SR	–	State Route
SRTP	–	Short Range Transit Plan
STA	–	State Transit Assistance
State	–	State of California
STBG	–	Surface Transportation Block Grant
STIP	–	State Transportation Improvement Program
SunLine	–	SunLine Transit Agency
TAP	–	Transportation Alternatives Program
TCA	–	Transportation Corridor Agencies
TCEP	–	Trade Corridor Enhancement Program
TDA	–	Transportation Development Act
TEA	–	Telework Employer Assistance Program
TIFIA	–	Transportation Infrastructure Finance and Innovation Act
TIP	–	Transportation Improvement Plan
TOD	–	Transit-Oriented Development
TUMF	–	Transportation/Traffic Uniform Mitigation Fee (Western County/Coachella Valley)
VMT	–	Vehicle Miles Traveled
U.S. DOT	–	United States Department of Transportation
UCR	–	University of California at Riverside
VanClub	–	RCTC's vanpool subsidy program
Western County	–	Western area of Riverside County
WRCOG	–	Western Riverside Council of Governments
WRTOC	–	Western Region Toll Operator Committee
15 COP	–	15 Corridor Operations Project
15 Express Lanes	–	Express lanes on I-15 in Riverside County from SR-60 to Cajalco Road in Corona owned and operated by the Commission; also referred to as Riverside Express
91 COP	–	91 Corridor Operations Project
91 Express Lanes	–	Tolled express lanes on SR-91 in Orange County operated by OCTA (OCTA 91 Express Lanes) and in Riverside County by the Commission (RCTC 91 Express Lanes)
91 Project	–	SR-91 corridor improvement project consisting of two tolled express lanes in each direction of SR-91 between the Orange County line and I-15 and a direct connector, the addition of a general-purpose lane between SR-71 and I-15, and other improvements
1989 Measure A	–	Original 1/2 cent transportation sales tax measure approved by voters in November 1988 that expired in June 2009
2009 Measure A	–	Extension of sales tax measure approved by voters in November 2002 which became effective upon expiration of original sales tax measure on July 1, 2009 for a 30-year period

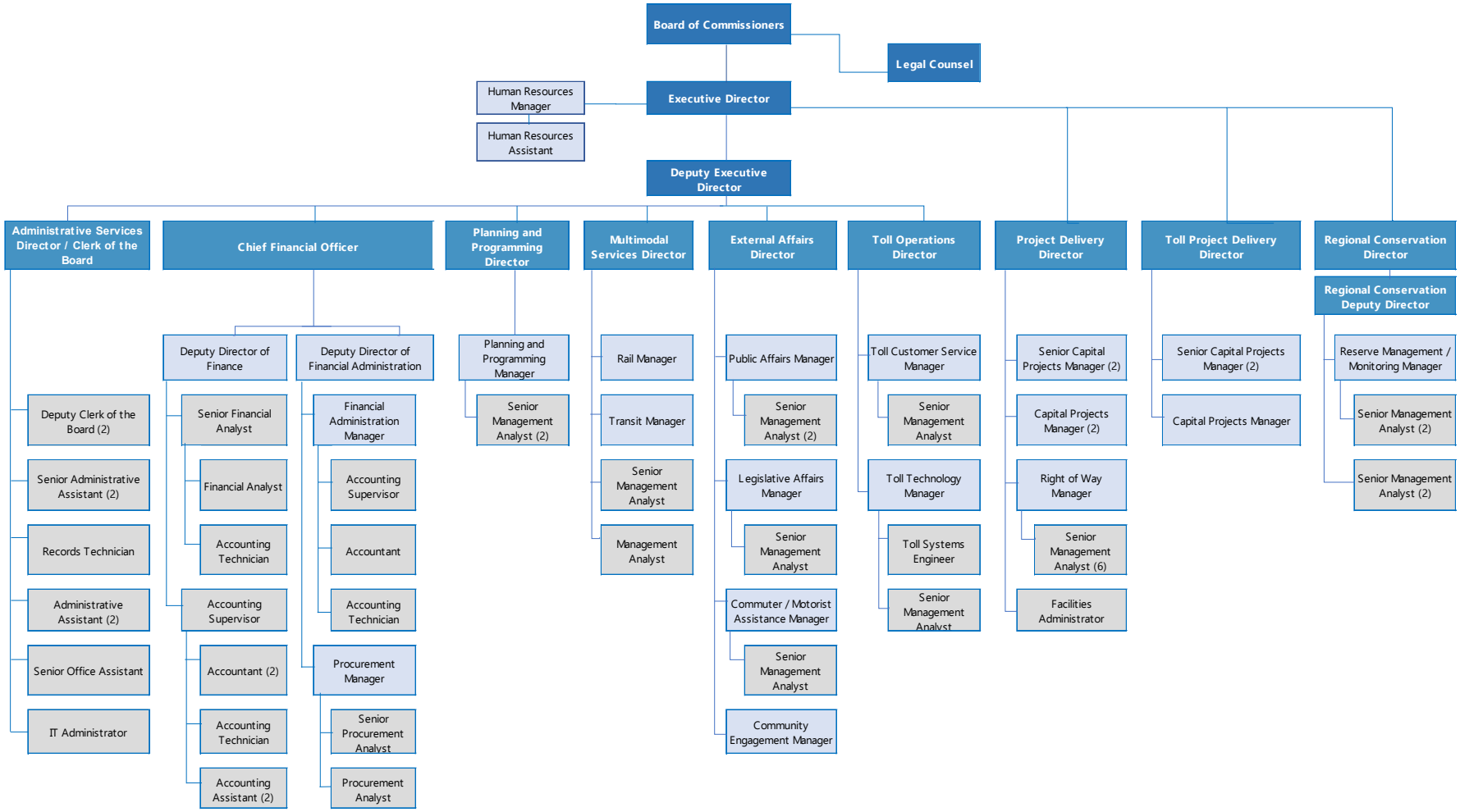
2010B Bonds	–	Sales Tax Revenue Bonds, Series B Taxable issued in November 2010
2013 TIFIA Loan	–	TIFIA Loan executed in July 2013 for the 91 Project
2013 Toll Bonds	–	Toll Revenue Bonds issued in July 2013 for the 91 Project as two series (current interest bonds and capital appreciation bonds)
2016 Refunding Bonds	–	Sales Tax Revenue Refunding Bonds issued in September 2016 to refund the Series A portion of bonds issued in 2009
2017 TIFIA Loan	–	TIFIA Loan executed in July 2017 for the I-15 Express Lanes project
2017A Bonds	–	Sales Tax Revenue Bonds issued in July 2017 for the I-15 Express Lanes project and completion of the 91 Project
2017B Refunding Bonds	–	Sales Tax Revenue Refunding Bonds issued in December 2017 to refund all of the outstanding 2010A Bonds and a portion of the 2013 Sales Tax Bonds
2018 Refunding Bonds	–	Sales Tax Revenue Refunding Bonds issued in April 2018 to refund all of the Series B and Series C bonds issued in 2009
2021 Toll Refunding Bonds	–	RCTC 91 Express Lanes senior and second lien toll revenue bonds approved by the Commission in March 2020 to refund 2013 Toll Bonds (current interest bonds) and 2013 TIFIA Loan; the marketing and sale of the bonds was suspended due to the COVID-19 crisis and related market disruption but is anticipated to be completed in fall 2021

Appendix B – Salary Schedule Effective 7/13/2023

Department	FTE	Range No.	Monthly Minimum	Monthly Maximum	Exempt / Non-Exempt
ADMINISTRATION					
Administrative Assistant	1	17	$ 4,710	$ 6,359	NE
Administrative Services Director/Clerk of the Board	1	57	$ 12,647	$ 17,073	E
Deputy Clerk of the Board	1	33	$ 6,992	$ 9,439	NE
Human Resources Assistant	1	17	$ 4,710	$ 6,359	NE
Human Resources Manager	1	53	$ 11,457	$ 15,468	E
IT Administrator	1	45	$ 9,404	$ 12,695	E
Records Technician	1	17	$ 4,710	$ 6,359	NE
Senior Administrative Assistant	2	25	$ 5,739	$ 7,747	NE
Senior Office Assistant	1	13	$ 4,267	$ 5,761	NE
Administration Subtotal	10				
CAPITAL PROJECT DEVELOPMENT AND DELIVERY					
Capital Projects Manager	2	55	$ 12,038	$ 16,251	E
Facilities Administrator	1	45	$ 9,404	$ 12,695	E
Project Delivery Director	1	71	$ 17,870	$ 24,124	E
Right of Way Manager	1	57	$ 12,647	$ 17,073	E
Senior Capital Projects Manager	2	65	$ 15,409	$ 20,802	E
Senior Management Analyst	3	43	$ 8,951	$ 12,083	E
Capital Project Development and Deliery Subtotal	10				
EXECUTIVE MANAGEMENT					
Deputy Executive Director	1	75	$ 19,725	$ 26,629	E
Executive Director	1	83	$ 24,033	$ 32,444	E
Executive Management Subtotal	2				
FINANCE					
Accountant	2	35	$ 7,346	$ 9,917	E
Accounting Assistant	2	17	$ 4,710	$ 6,359	NE
Accounting Supervisor	1	45	$ 9,404	$ 12,695	E
Accounting Technician	2	25	$ 5,739	$ 7,747	NE
Chief Financial Officer	1	67	$ 16,189	$ 21,855	E
Deputy Director of Finance	1	57	$ 12,647	$ 17,073	E
Deputy Director of Financial Administration	1	57	$ 12,647	$ 17,073	E
Financial Analyst	1	35	$ 7,346	$ 9,917	E
Procurement Analyst	1	35	$ 7,346	$ 9,917	E
Procurement Manager	1	53	$ 11,457	$ 15,468	E
Senior Financial Analyst	1	43	$ 8,951	$ 12,083	E
Senior Procurement Analyst	1	43	$ 8,951	$ 12,083	E
Finance Subtotal	15				
EXTERNAL AFFAIRS					
Community Engagement Manager	1	51	$ 10,905	$ 14,722	E
Commuter/Motorist Assistance Manager	1	51	$ 10,905	$ 14,722	E
External Affairs Director	1	63	$ 14,667	$ 19,800	E
Legislative Affairs Manager	1	51	$ 10,905	$ 14,722	E
Public Affairs Manager	1	51	$ 10,905	$ 14,722	E
Senior Management Analyst	4	43	$ 8,951	$ 12,083	E
External Affairs Subtotal	9				
MULTIMODAL SERVICES					
Management Analyst	1	35	$ 7,346	$ 9,917	E
Multimodal Services Director	1	63	$ 14,667	$ 19,800	E
Rail Manager	1	51	$ 10,905	$ 14,722	E
Senior Management Analyst	1	43	$ 8,951	$ 12,083	E
Transit Manager	1	51	$ 10,905	$ 14,722	E
Multimodal Services Subtotal	5				
PLANNING AND PROGRAMMING SERVICES					
Planning and Programming Director	1	63	$ 14,667	$ 19,800	E
Planning and Programming Manager	1	51	$ 10,905	$ 14,722	E
Senior Management Analyst	2	43	$ 8,951	$ 12,083	E
Planning and Programming Services Subtotal	4				
Regional Conservation					
Accountant	1	35	$ 7,346	$ 9,917	E
Accounting Supervisor	1	45	$ 9,404	$ 12,695	E
Accounting Technician	1	25	$ 5,739	$ 7,747	NE
Administrative Assistant	1	17	$ 4,710	$ 6,359	NE
Deputy Clerk of the Board	1	33	$ 6,992	$ 9,439	NE
Financial Administration Manager	1	53	$ 11,457	$ 15,468	E
Regional Conservation Deputy Director	1	57	$ 12,647	$ 17,073	E
Regional Conservation Director	1	67	$ 16,189	$ 21,855	E
Reserve Management/Monitoring Manager	1	53	$ 11,457	$ 15,468	E
Senior Management Analyst	7	43	$ 8,951	$ 12,083	E
Regional Conservation Subtotal	16				
TOLL OPERATIONS AND PROJECT DELIVERY					
Capital Projects Manager	1	55	$ 12,038	$ 16,251	E
Senior Capital Projects Manager	2	65	$ 15,409	$ 20,802	E
Senior Management Analyst	2	43	$ 8,951	$ 12,083	E
Toll Customer Service Manager	1	53	$ 11,457	$ 15,468	E
Toll Operations Director	1	67	$ 16,189	$ 21,855	E
Toll Project Delivery Director	1	71	$ 17,870	$ 24,124	E
Toll Systems Engineer	1	45	$ 9,404	$ 12,695	E
Toll Technology Manager	1	53	$ 11,457	$ 15,468	E
Toll Operations and Project Delivery Subtotal	10				

Total Authorized Positions	
Administration	10
Capital Project Development and Delivery	10
Executive Management	2
Finance	15
External Affairs	9
Multimodal Services	5
Planning and Programming Services	4
Regional Conservation	16
Toll Operations and Project Delivery	10
Total Authorized Positions	81

APPENDIX B - FY 2023/24 ORGNIZATION CHART



AGENDA ITEM 7A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, May 10, 2023

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Vice Chair Lloyd White at 9:36 a.m. in Conference Room 119 at the Parkview Office Complex, 73-710 Fred Waring Drive, Palm Desert, California, 92260. Public Comment visit https://rivco.org/constituent-speaking-request to complete a speaker slip.

2. ROLL CALL

Commissioners/Alternates Present		**Commissioners Absent**
Mahmuda Akhter	Scott Matas	Kevin Jeffries
Brian Berkson	Lisa Middleton*	Bob Magee
Ulises Cabrera	Linda Molina	Jeremy Smith
Chuck Conder	Joseph Morabito	James Stewart
Joseph DeConinck	V. Manuel Perez	Michael M. Vargas
Waymond Fermon	Dana Reed	
Kathleen Fitzpatrick	Wes Speake	
Sheri Flynn	Karen Spiegel	
Raymond Gregory	Cindy Warren	
Yxstian Gutierrez	Chuck Washington	
Berwin Hanna*	Lloyd White	
Jan Harnik	Bill Zimmerman	
Steven Hernandez		
Linda Krupa		
Alonso Ledezma		
Clint Lorimore		
Meg Marker		

*Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Commissioner Manuel Perez led the Commission in a flag salute.

At this time, Commissioner Lisa Middleton joined the meeting.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

6. PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2023/24

Sergio Vidal, Chief Financial Officer, presented the proposed Fiscal Year 2023/24 Budget, highlighting the following areas:

- Budget process – Budget development, budget compilation, budget review and adoption
- FY 2023/24 Budget considerations
- FY 2023/24 Budget summary
- Revenues/sources breakdown
- Revenues/sources comparison
- Expenditures/expenses by department
- Capital project development and delivery department highlights
- Expenditures/expenses comparison
- Expenditures/expenses by function
- Measure A cap on administrative costs
- Next steps

Sergio Vidal thanked Michele Cisneros, Deputy Director of Finance, for her diligence in compiling this year's budget.

At this time, Vice Chair White opened the public hearing and asked if there were any comments from the public. There were no comments received from the public.

Commissioner Wes Speake referred to slide 6 the revenues/sources breakdown and stated that RCTC's toll revenue is going to be slightly down over the Commission's revised budget. On the 91 toll they saw numbers that were much higher and asked if they are anticipating seeing that much of a decrease on the Interstate 15 tolls.

Sergio Vidal replied they have seen some decreases since the beginning of this calendar year about $2-3 million but they are estimating for the upcoming year there may be a slight downturn, but it is in line with projections and any reduction in revenues are offset by savings and expenditures.

Commissioner Speake stated they have seen year over year growth in every one of these areas and have seen the numbers go up, but expressed that number is going in the opposite direction. He then clarified if RCTC is receiving from the Western Riverside Council of Governments (WRCOG) what the TUMF revenue is going to be because that would seem to say that development would be the same as this year.

Sergio Vidal replied currently WRCOG is commissioning a consultant study to forecast TUMF revenues for the upcoming fiscal years and the near term so this revenue projection of $31 million all in with additional contribution is reflective of RCTC's current year estimate which they are trending towards receiving that amount. In response to Commissioner Speake's clarification this is basically a placeholder, Sergio Vidal replied yes.

Commissioner Speake stated that some of those things did not make sense with what he is seeing in the County in that it seems to be accelerating with all the new housing and more being built especially next year.

Vice Chair White stated the public hearing will remain open until the June 14 Commission meeting.

M/S/C to:

1) Discuss, review, and provide guidance on the proposed Fiscal Year 2023/24 Budget; and
2) Conduct a public hearing to receive input and comments on the proposed FY 2023/24 Budget on May 10 and June 14, 2023, and thereafter close the public hearing.

7. CONSENT CALENDAR

M/S/C (Gregory/Warren) to approve the following Consent Calendar items.

7A. APPROVAL OF MINUTES – APRIL 12, 2023

7B. SINGLE SIGNATURE AUTHORITY REPORT

1) Receive and file the Single Signature Authority report for the third quarter ended March 31, 2023.

7C. MONTHLY INVESTMENT REPORT

1) Receive and file the Monthly Investment Report for the month ended March 31, 2023.

7D. AGREEMENT FOR SALES TAX AUDIT AND REPORTING SERVICES

1) Approve Agreement No. 23-19-040-00 with MuniServices an Avenue Insights and Analytics Company (MuniServices) to provide sales tax audit and reporting services for a three-year term, and one two-year option to extend the agreement in an amount not to exceed $110,000;

2) Adopt Resolution No. 23-002, *"Authorization of the Riverside County Transportation Commission to Examine Transactions and Use Tax Records"*; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

7E. 15 EXPRESS LANES MONTHLY STATUS REPORTS

1) Receive and file the 15 Express Lanes Monthly Reports for the three months from October to December 2022.

7F. 91 EXPRESS LANES MONTHLY STATUS REPORTS

1) Receive and file the 91 Express Lanes Monthly Reports for the three months from October to December 2022.

7G. AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES CONTRACT WITH KAPSCH TRAFFICCOM USA INC. TO IMPLEMENT DYNAMIC PRICING ON THE 91 EXPRESS LANES

1) Approve Change Order No. 33 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Kapsch TrafficCom USA Inc. (Kapsch) to implement Dynamic Pricing on the 91 Express Lanes in the amount of $3,191,086, plus a contingency amount of $223,559, for an additional amount of $3,414,645;
2) Authorize the Executive Director or Designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the change order No. 33 to Agreement No. 16-31-043-00 on behalf of the Commission.

7H. EXPRESS LANES INTELLIGENT TRANSPORTATION SYSTEMS POLES PROJECT

1) Award Agreement No. 23-31-049-00 to International Line Builders, Inc. for the Express Lanes Intelligent Transportation Systems Poles Project in the amount of $399,835, plus a contingency amount of $60,000, for a total amount not to exceed $459,835;
2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

7I. EXPRESS LANES CHANNELIZER AGREEMENT

1) Award Agreement No. 23-31-053-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a one-year term in the amount of $215,173, plus a contingency amount of $32,276, for a total amount not to exceed $247,449;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute purchase orders to the vendor under the terms of the agreement.

7J. AGREEMENT FOR COMPLETION OF PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT FOR THE STATE ROUTE 91 EASTBOUND CORRIDOR OPERATIONS PROJECT

1) Award Agreement No. 23-31-041-00 with Parsons Transportation Group, Inc. (Parsons) to provide project approval/environmental document (PA/ED) for the State Route 91 Eastbound Corridor Operations Project (ECOP) in the amount of $3,464,514, plus a contingency amount of $346,451, for a total amount not to exceed $3,810,965;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, execute the agreement on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

7K. AGREEMENT FOR ON-CALL RAILWAY FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S HIGHWAY AND EXPRESSWAY PROJECTS ENCROACHING IN BURLINGTON NORTHERN SANTA FE

1) Award Agreement No. 23-31-061-00 to RailPros, Inc., to provide on-call Railway Flagging Services for Riverside County Transportation Commission's (RCTC) current and future highway and/or expressway projects or activities of the Commission within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), for a three-year term, and one, two-year option to extend the agreement, in an amount not to exceed $2,400,000; and
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

7L. AGREEMENT FOR ELEVATOR MAINTENANCE, INSPECTION AND REPAIR SERVICES

1) Approve Agreement No. 23-24-046-00 with Amtech Elevator Services to provide elevator maintenance, inspection and repair services for a three-

year term, and one, two-year option to extend the agreement, in the amount of $400,000, plus a contingency amount of $50,000, for a total amount not to exceed $450,000; and

2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission.

At this time, Commissioner Berwin Hanna joined the meeting.

8. APPROVAL OF VANCLUB VANPOOL PROGRAM SUBSIDY INCREASE AND AMENDMENTS TO LEASING VENDOR AGREEMENTS

Brian Cunanan, Commuter & Motorist Assistance Manager, presented the VanClub subsidy recommendation, highlighting the following:

- Federal Transit Administration (FTA) recognizes Vanpool as transit
  - Sponsored by a public agency
  - 7 to 15 passenger vehicles
  - Routes marketed to and open to the public
  - ADA accessible
  - Vanpools compliment traditional transit modes
- VanClub provides $400 monthly subsidy
  - Western Riverside County worksite destination
  - Five participants to start
  - 30+ miles roundtrip/day
  - Commute 12+ days/month
  - Approved vanpool lease providers
  - Extra $100 subsidy for EV vehicles
- Vanpool is a highly productive transit mode
  - Averages 4.7 riders per trip
  - 44.8 miles per trip
  - 19.8 days per month
- Average Fiscal Year 2023 Vanpool lease = $1,252
  - Includes: Vehicle, insurance, maintenance, and roadside assistance
- Average monthly lease increased $315 over the past five years
- Vanpool monthly fare increased 59 percent over the past five years
  - Individual fare equals all out-of-pocket costs including: Vehicle lease, non-vehicle lease expenses – Fuel, washes, tolls, and miscellaneous
- Strategies for increased Vanpool adoption
  - Expand Commuter Assistance to Eastern Riverside County
  - Engage more small/mid-sized businesses
  - Merge IE ridership database with Los Angeles/Orange Counties ridership database
  - Increase monthly VanClub vanpool subsidy from $400 to $600

Commissioner Chuck Washington clarified that in the presentation staff will be reaching out to Los Angeles (LA) County and Orange County (OC) to collaborate with them on the Vanpool Programs. He then asked if staff will be working with San Diego County on the Vanpool Program as there is significantly worsening traffic from the southbound I-215 and I-15 in the morning in San Diego County and the same thing returning every afternoon with delays as much as 30-40 minutes.

Brian Cunanan replied staff is engaged with San Diego Association of Governments (SANDAG) and they currently do not have a commuter database, but they are watching RCTC's efforts merging Inland Empire's database with LA County and OC and after SANDAG sees that they will jump in soon.

In response to Commissioner Manuel Perez's question about the two vanpool routes he had mentioned, Brian Cunanan replied there is currently one from Palm Springs to Riverside UCR and Indio to March Air Base.

In response to Commissioner Perez's clarification about expanding other routes, Brian Cunanan replied that the IE Commuter Program has expanded into Eastern County, so folks that register and create accounts at IE Commuter or with VanClub can be matched with others either going into Western Riverside County or within Coachella. He stated if they do find Eastern County residents who would be ideal for a vanpool, they would refer them to SunLine Transit Agency's (SunLine) SolVan Program.

Commissioner Perez stated that veterans have often asked for transportation efforts to Loma Linda or to the VA Hospital and he thought that SunLine provides for some of that and suggested for RCTC to figure it out and make sure they provide that service if they need to.

Brian Cunanan replied they can look into that and see how many they have in the database that could potentially be matched and group people.

In response to Commissioner Cindy Warren's question about how much is the individual rider paying, Brian Cunanan replied that the average would be currently about $305 per month.

In response to Commissioner Warren's clarification that the vanpools are paying tolls as she thought the whole idea of doing a vanpool was to avoid those extra charges, Brian Cunanan replied that it could be depending on what time they are traveling so it is probably reduced so they still would be on the hook for some tolls. In response to Commissioner Warren's question if that toll is being calculated into the individual riders, Brian Cunanan replied it is. In response to Commissioner Warren's clarification that it is not part of the subsidy, Brian Cunanan replied the subsidy goes straight to the lease providers.

Commissioner Karen Spiegel asked how is all that kept track as it was just mentioned the tolls go straight to the lease holder and one of the riders has to put the lease in their name. Brian Cunanan replied correct.

Commissioner Spiegel stated that is the hold back on some folks because they do not want to use their credit. She asked who keeps track of the number of days each vanpool is being used and if it changes on how much they ride so if one vanpool is driving 12 days and another vanpool is driving 30 days are they paying the same amount.

Brian Cunanan replied if the vanpool meets the criteria, is commuting 12 days and averaging 4.7 riders per month, they are eligible for the program. In terms of tracking in addition to the lease agreement between that vanpool coordinator and the lease provider there is a participation agreement the coordinator signs with RCTC. As part of that they are responsible for reporting all the information back to VanClub so RCTC knows how many people are riding and their costs which is part of the subsidy for that group, and they provide all this data and coordinate the vanpool route.

Commissioner Spiegel clarified some folks do not want to be in charge and put their credit on the line since they do not get anything extra. Brian Cunanan replied he has heard of some vanpools that if there is a coordinator the rest of the group pitches in and covers that coordinator's cost since they have coordinated everything and are the ones driving the vehicle.

Commissioner Speake reiterated what he had stated at the Western Riverside Programs and Projects Committee meeting in that he sees this as an opportunity for the Commission if the vehicles miles traveled (VMT) banking advances further. He stated in the presentation it showed there was 14 million miles traveled and if they can incentivize or make that pooling cheaper more people would buy into it and get businesses that would do it. He suggested for the Commission to push that forward and the vanpooling would be a way to be able to take money from a private developer or even a city to pay into a fund and have it getting people off the road.

Commissioner Waymond Fermon asked as they expand into the Eastern County is there any potential discussions with Imperial County as far as carpooling because there are a lot of state and county employees. Brian Cunanan replied staff has not engaged with Imperial County, but it is something they can do.

Anne Mayer explained as they can see from the presentation and all the questions there is real potential to be able to build a program that suits multiple needs, helping businesses and residents of Riverside County, helping other residents coming to work in Riverside County, and helping the Commission deal with the

VMT issue. The fact that RCTC lost half of the vanpoolers when COVID-19 hit means the Commission must be even more creative with how the program is marketed. She expressed appreciation to Brian Cunanan and his team for always finding ways to improve this program. She discussed how the genesis of this Commuter Assistance Program is Measure A in Western County and how it is a dedicated funding source that goes to programs like the VanClub. The sales tax measure opportunity gives the Commission the ability to tailor something that works for the County and the Coachella Valley is set up a little different as Specialized Transit is all funded by transit which all comes through SunLine. As they look to expand, they can see what other funding types might be able to supplement because other than SunLine there is not a dedicated funding source in the Coachella Valley. She noted that other counties made this switch to a program like this, and it seems to be effective.

Commissioner Washington stated that he willing to make the motion to staff recommendation but asked about the cost for the subsidy increase.

Brian Cunanan replied that the total vanpool budget is approximately $775,000 and the subsidy portion is about $500,000 of that so it is about 70 or 80 percent of that.

Commissioner Washington clarified it is a 50 percent increase over the $500,000 and he made the motion to approve staff recommendation.

M/S/C (Washington/Harnik) to:

1) **Approve VanClub program vanpool subsidy increase from $400 a month per vanpool to $600 a month per vanpool, effective July 1, 2023;**
2) **Approve Agreement No. 21-41-021-01, Amendment No. 1 to Agreement No. 21-41-021-00 with Airport Van Rental (AVR Vanpool) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;**
3) **Approve Agreement No. 18-41-038-02, Amendment No. 2 to Agreement No. 18-41-038-00 with California Vanpool Authority (CalVans) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount;**
4) **Approve Agreement No. 18-45-063-04, Amendment No. 4 to Agreement No. 18-45-063-00 with Commute with Enterprise (Enterprise) to revise the monthly subsidy amount to $600, effective July 1, 2023, with no change to the term or agreement amount; and**
5) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.**

9. STATE AND FEDERAL LEGISLATIVE UPDATE

David Knudsen, External Affairs Director, presented an update for the state and federal legislative activities.

Commissioner Perez referred to Assembly Bill 1525 authored by Assemblymember Mia Bonta and the concerns RCTC has about the 60 percent going to disadvantaged, environmental justice, tribal, and other communities and asked if they have an idea of what that looks like in Riverside County.

David Knudsen replied most of the County meets the criteria of disadvantaged communities so there would be a large portion of funding that could go to certain geographic areas within the County. He stated if they limit those funds to certain geographic areas, they eliminate projects that connect those communities together and he used Interstate 10 as an example. It is a roadway or highway infrastructure that would be limited in the amount of state resources that could connect areas in Riverside County that are disadvantaged. He stated while RCTC meets some of the requirements for that 60 percent funding it would drastically limit how they connect those communities through I-10.

Commissioner Perez asked for the analysis of that because potentially it could be helpful knowing there are large regions of disadvantaged communities specifically in the eastern portion of Riverside County.

Anne Mayer explained they met with the author's staff and the sponsors of the bill to discuss it and 67 percent of Riverside County qualifies as a disadvantaged community on the surface it seems beneficial. They added other language in that screen it further and it has got to be the top 25 percent of disadvantaged communities in the state. Staff can provide the analysis, but it takes that 67 percent down to a much smaller number because it is a statewide assessment using CalEnviroScreen. They have updated the bill recently and this would impact the State Highway Operation and Protection Program (SHOPP). She stated when they looked it would basically mean I-10 would not be eligible for any SHOPP funding. Staff tried to explain the consequences for a county like Riverside and used the cap-and-trade funding as an example in that CalEnviroScreen was supposed to be used to use that money to invest in disadvantaged communities and they were not able to get money out of the Cap-and-Trade Program due to the screening that was used when logically they should have been at the top of the list. Based on the latest revisions she does not think the author is interested in any feedback and this will primarily benefit portions of the Bay Area and Los Angeles.

Commissioner Steven Hernandez concurred with the comments and stated sometimes CalEnviroScreen can put Riverside County at a disadvantage because of the density and the rural suburban nature of their community. He referred to AB 1385 and discussed how their trip to Sacramento went in that this was an effort to continue the self-help efforts

in Riverside County and to continue to reduce the VMT in making sure they can become a clean and greener community. As this bill moves to the senate, he encouraged the cities to contact their state legislatures to let them know they want to have the option of potentially looking at a tax in their region. He noted from a self-help perspective it is something this county has done for decades, and they need to continue that effort particularly as they see the Commission's $1.2 billion budget as it is mostly programmatic on not new projects.

In response to Commissioner Perez's clarification, David Knudsen replied that Assembly Members Diane Dixon and Marie Waldron voted no, and Tasha Boerner was no vote recorded.

Anne Mayer stated there was no opposition at the committee but there was quite the lineup of individuals there representing those who support so laborers, ironworkers, Transportation California, and Self-Help County Coalition was there. It is an impressive list so hopefully seeing there is a lot of support will be helpful as well and it might be at a floor vote on May 11. Staff is doing their best to talk to delegation members over the next 24 hours to encourage them to support the legislation.

M/S/C to:

1) Receive and file a state and federal legislative update.

10. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

11. EXECUTIVE DIRECTOR'S REPORT

Anne Mayer:

- RCTC's success in delivering projects in that they are very creative in obtaining the funding, they put talented professionals to work both RCTC staff and the private sector, in helping to plan, design, and build it, and pretty much deliver on time and do it in budget. She expressed being proud of this and it is what the public expects. She used SB 132 as an example and courtesy of Assembly Member Cervantes and Senator Roth they were able to obtain $427 million for a portion of northwest Riverside County. It was General Fund money directly allocated to five projects and those five projects had to spend the $427 million by June 30, 2023. Those projects are: Limonite Interchange on I-15 that project has been open for a few years all funding has been expended; the Hamner Avenue Bridge known as the Mayor Berwin Hanna Bridge is under construction, that project has spent all of its SB 132 funds it is being delivered by the Riverside County Transportation Department (RCTD) as was the Limonite project; McKinley Grade Separation is

being delivered by the city of Corona, it is under construction, it is the most complex grade separation in this County, and has spent all of its SB 132 funds; the Jurupa Grade Separation it has also been a complex grade separation in this County, also being delivered by the RCTD is under construction, and it has $3 million left to bill on its SB 132 funds; and the 15/91 Express Lane Connector, under construction, open by the end of this year, and all $180 million on this project has been billed. She thanked Caltrans for being an important partner in helping RCTC with those billings. There is a slight extension past June 30 regarding the billing of the $3 million, but all $427 million will be spent. In all circumstances the County of Riverside and the cities who were the sponsors of the bill have taken this responsibility very seriously and she expressed appreciation to all the professionals delivering the projects.

- She thanked Lisa Mobley, Administrative Services Director/Clerk of the Board, and Tara Byerly, Deputy Clerk of the Board, for helping set up the Commission meeting in Palm Desert, and to Roy Henderson and the County IT team to help make this meeting run smoothly.

12. COMMISSIONER COMMENTS

12A. Commissioner Hernandez stated as the Chair for Coachella Valley Association of Governments (CVAG) he thanked RCTC who put this together and welcomed everyone to the chamber, this is a growing Coachella Valley, there is a lot of tourism, good agriculture, beautiful renewable resources that are coming their way, the topic to continue and maintain their quality of life is important, and transportation being at the utmost and first position for their region.

12B. Commissioner Chuck Conder stated having the pleasure to drive through the revision, redesigned, and rebuilt Banning Pass again and thanked Anne Mayer and her staff for bringing this project through as it came in under time, under budget, and with a safety record that was outstanding. This really shows that taxpayer money can be properly used for the safety of the traveling public if it is done right by professional staff. He cannot thank Anne Mayer and her staff enough over the years as great projects come from the top on down and with Anne Mayer's leadership, for finding the funding, and the professionals to do the job.

12C. Commissioner Linda Krupa announced on May 8 there was a Ribbon Cutting Ceremony for the Ramona Expressway Safety Improvement Project and she thanked RCTC and the County for the speed with which the median and the delineators went in. She will now take Ramona Expressway to get to the city of Riverside and people in the San Jacinto Valley can now safely travel on Ramona Expressway.

12D. Commissioner Alonso Ledezma concurred with Commissioner Krupa's comments because the importance of the Ramona Expressway helps not only San Jacinto but

the entire valley including the city of Hemet as there are so many accidents on that road. He expressed appreciation for working on the improvements on the main corridor from Moreno Valley to San Jacinto which is Gilman Springs Road as it has tremendously almost every week or every month has lost a life there. He had asked some of his colleagues from Temecula, Menifee, and Wildomar how they drove out to Palm Desert today and he referred to SR-79 and requested they coordinate to start thinking of the SR-79 Realignment which is very important as a commute not only from Temecula it is a short cut from San Diego towards Coachella as more traffic has also been impacted around Morongo on I-10.

12E. Commissioner Waymond Fermond announced they got through three weekends of the Coachella and Stagecoach Festivals it was very successful and at their last meeting he had brought up that they did not know what it would be like with the new Acrisure Arena and the growth of the eastern Coachella Valley. They did have some significant challenges related to traffic including around the polar region connecting La Quinta and Coachella. They will continue to work with CVAG staff, city of Indio staff, the neighboring cities, and RCTC to see if they can mitigate those over the next several years. He expressed concern for the horrible traffic on I-10 every day, and it speaks to how important the CV Rail Project and that process is going to be for their valley. He asked if there is an update related to the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program Grant.

Anne Mayer replied that they have pushed the decision out to September or so. There is another program staff applied for called the Federal State Program which got pushed out as well so the discussion now is how can they make an incremental start in this conversation because if they have to wait a year every time they apply for federal funding, they are losing time. She stated they are going to try to figure out how to start the portions of the next Tier 2 environmental document with the funding that has been identified and there will be further conversations in the next couple of months. Staff has spoken to the Deputy Secretary at California State Transportation Agency about the fact that this is getting pushed out even more and last week Congressman Calvert convened a call between Union Pacific officials and the need to talk about where they are in the project. She recognizes there is a huge federal infrastructure bill and communities are applying for projects and these are competitive. This is all part of RCTC's update of the Traffic Relief Plan as the Commissioners had provided direction to staff at its February Commission Workshop. Staff is actively updating the Traffic Relief Plan and CV Rail, I-10, SR-79 realignment are all components of that. RCTC has the 2023 Project and Funding Strategies Ad Hoc Committee which was set up to provide policy direction will preview everything with that committee and come back to the full Commission in the fall to discuss the updated Traffic Relief Plan.

Commissioner Fermon expressed appreciation for the work that is going on behind the scenes that is not being seen every day.

12F. Commissioner Jan Harnik welcomed everyone to Palm Desert. She stated many of the Commissioners who go into Riverside vanpool to those meetings, and these are the personal decisions that make the real differences in the policies they talk about on their highways and freeways when congestion is being discussed. Everyone has an opportunity to make those personal decisions and that is where it starts and hoped everyone had a little extra time to enjoy the city of Palm Desert.

12G. Commissioner Spiegel thanked Commissioner Harnik for her last year as President at SCAG and to Commissioner Lorimore as past President for both of their efforts these past two years as Riverside County was really making some progress.

Commissioner Harnik stated Commissioner Lorimore started some momentum with making sure the SCAG's voice is heard in Washington, D.C. and in Sacramento did a great job with that and they are going to continue, and they need the Commissioners' voices behind them as they go forward.

12H. Commissioner Ulises Cabrera concurred with the comments about SCAG and the progress that is being done and thanked Commissioners Harnik and Lorimore for their service. He stated as they are having these conversations about looking at different parts of the County and making investments to address congestion, he suggested to look at the I-215/SR-60 interchange. The development is only going to continue and there is plenty of land left to build on that is going to bring additional passenger and commercial vehicles and is trying to make sure the Commission is addressing that congestion which is going to increase in the future. He thanked RCTC staff for all the work they are doing.

12I. Commissioner Washington stated he missed last month's meeting because he was in Sacramento for the Annual Legislative Conference of Counties and League of California Cities was doing the same thing. The reason he brought this up is because this room is filled with supervisors and city representatives and are all working together to produce projects that benefit their local communities. After they had their large open session discussion officers from California State Association of Counties (CSAC) and officers from the League of California Cities including Commissioner Middleton met privately and had some very productive conversations about how cities and counties can partner to address the issues. Commissioner Middleton had used RCTC's platform as a model for how things get done and he has taken Commissioner Middleton's comment and started using it as this is how they should be approaching dealing with homelessness. Cities and counties working together as a group developing funding sources and projects the Commissioners can all agree on that benefit each different community to solve a much larger problem. They are doing it here with transportation and thanked Anne Mayer for her leadership.

12J. Commissioner Perez announced on May 11 and 12 the South Coast Air Quality District is having its retreat at the Hyatt Regency Indian Wells Resort and Spa it is open to the public and he provided some of the topics. They can send the agenda if any of the Commissioners need it.

12K. Vice Chair White referred to Commissioner Ledezma's comments and stated that if anyone needs to go back to southwestern county and need to go through SR-79 to get off at Highland Springs and avoid the Beaumont Avenue to SR-79.

13. CLOSED SESSION

13A. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION
Pursuant to Government Code Section 54956.9 (d)(1)
Case No(s). CVRI2101970

There were no announcements from the Closed Session.

14. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Vice Chair White adjourned the meeting at 11:08 a.m. The next Commission meeting is scheduled to be held at 9:30 a.m. on Wednesday, June 14, 2023.

Respectfully submitted,

Lisa Mobley
Administrative Services Director /
Clerk of the Board

AGENDA ITEM 7B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Alicia Johnson, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Recurring Contracts for Fiscal Year 2023/24

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the single-year recurring contracts in an amount not to exceed $18,880,852 for Fiscal Year 2023/24;
2) Approve the recurring contracts for specialized services in an amount not to exceed $84,500 in FY 2023/24 and $184,000 in FYs 2024/25 – 2027/28; and
3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

During ordinary course of business, professional services contracts are subject to a competitive process. However, to ensure efficiency and cost-effectiveness for the Commission's various projects and programs, staff evaluates existing contracts for professional services due to expire within the upcoming fiscal year. Specifically, these expiring contracts may be placed on the calendar for a new procurement solicitation, allowed to expire if no longer required, or included in the annual recurring contracts list that is subject to Commission approval.

This year's list of recurring contracts includes consultants that provide unique or specialized services and work closely with staff on long-term projects. Staff desires to retain certain consultants on the recurring contracts list due to the consultant's historical knowledge, unique experience, and understanding of both the Commission and its current projects. Under limited circumstances in accordance with the Procurement Policies Manual adopted in March 2021, staff believes it is more efficient and cost effective to retain the consultants on the recurring contracts list rather than re-bidding the services at this time. Approval of the recurring contracts list will allow the Commission to continue work on existing projects without interruptions and maintain consistency.

Below are the lists of proposed recurring contracts for FY 2023/24 and for specialized services through FY 2027/28, followed by a summary for each consultant supporting inclusion as a

recurring contract. Following Commission approval, staff will develop appropriate agreements or amendments for these services. Accordingly, staff recommends Commission authorization for the Chair or Executive Director to execute the agreements on behalf of the Commission.

Recurring Contracts for Fiscal Year 2023/24

These are single-year contracts with consultants. Staff recommends Commission approval of these agreements with these consultants for the aggregate amount of $18,880,852.

Schedule of Recurring Contracts for FY 2023/24					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	Dollar Change
Arellano Associates	17-15-072-04	Operation Lifesaver and Metrolink Outreach and Marketing Services	$ 300,000	$ 300,000	$ -
Foster & Foster (formally Bartel Associates, LLC)	15-19-044-04	Actuarial Valuation Services	$ 18,500	$ 18,500	-
BCA Watson Rice LLP	19-19-060-03	Internal audit services for pre-award audits	$ 150,000	$ 200,000	50,000
Bechtel Infrastructure Corporation (Bechtel)	23-31-064-00	Capital project program management services	7,500,000	7,500,000	-
Best, Best & Krieger LLP (BB&K)	23-19-068-00	General legal services	2,446,500	2,448,200	1,700
BLX Group LLC (BLX)	11-19-104-09	Arbitrage rebate compliance services	15,000	15,000	-
Caltrans	17-31-021-05	91 Express Lanes and 15 Express Lanes roadway maintenance contract	411,457	411,457	-
Epic Land Solutions, Inc. (Epic)	23-33-065-00	Support services for property management of Commission-owned properties and related contracts	500,000	500,000	-
Fieldman Rolapp & Associates, Inc. (Fieldman)	04-19-029-18	Financial advisory services	325,000	325,000	-
MetLife Investment Management, LLC (MetLife)	13-19-077-06	Investment management services	151,800	151,800	-
Orange County Transportation Authority (OCTA)	16-31-025-08	RCTC-OCTA Facility Agreement (ROFA) - shared OCTA and RCTC costs for the 91 Express Lanes	2,032,775	3,216,025	1,183,250
Payden & Rygel	13-19-135-06	Investment management services	86,000	86,000	-
Stantec Consulting Services, Inc. (Stantec)	10-31-099-14	Traffic and revenue analysis and operation analysis consulting services for the 91 Express Lanes	800,000	1,859,000	1,059,000
Stantec Consulting Services, Inc. (Stantec)	15-31-048-11	Traffic and revenue analysis and operation analysis for the 15 Express Lanes	500,000	1,560,000	1,060,000
TransTrack Inc (TransTrack)	08-62-005-13	End-User license agreement maintenance and support services	180,191	243,870	63,679
U.S. Bank National Association (US Bank)	N/A	Trustee services for sales tax revenue bonds pursuant to master indenture agreement	40,000	46,000	6,000
Total			$ 15,457,223	$18,880,852	$ 3,423,629

Arellano Associates

Arellano Associates started working on Metrolink marketing and Operation Lifesaver rail safety education efforts on behalf of RCTC before the 91/Perris Valley Line launch in 2016 and has been supporting the effort ever since. In July 2017, the Commission entered into a separate agreement with Arellano Associates for expanded Operation Lifesaver Outreach. The Metrolink marketing services were transitioned to External Affairs and carried out under task orders under the on-call public outreach contract since 2017. A few years ago, the responsibility for program oversight was returned to Rail Operations. The scope of the services Arellano Associates provides is extensive and includes educational and promotional outreach to K-12 schools, colleges, non-profits, and businesses; participation in community events to effectively engage with the community; marketing and dissemination of information via social media, email, billboards, posters; publishing of promotional materials in the form of stories, newsletters, videos and toolkits for organizational use. Arellano Associates has a strong partnership with California Operation Lifesaver that allows rail safety messaging and materials to be utilized by RCTC. Over the years, Arellano Associates has built relationships with the community and has gained historical knowledge and familiarity with rail safety and Metrolink marketing in Riverside County and maintains strong team coordination between RCTC, Operation Lifesaver, Metrolink, and other agency partners to implement outreach and marketing services. Additionally, several Arellano Associates staff are specially trained Operation Lifesaver authorized volunteers (OLAVs) who can directly provide the training to schools and community groups. Arellano Associates also assists Metrolink in their marketing efforts bringing expertise on content creation, which is valuable for this safety program and promoting ridership. Their wealth of knowledge can be leveraged to improve marketing results and outreach efforts.

Foster & Foster (formally Bartel Associates, LLC)

In May 2015, the Commission selected Bartel Associates, LLC (now Foster & Foster) under a competitive procurement process to provide biennial actuarial valuation services for the preparation of the Commission's Other Postemployment Benefits (OPEB) valuation report under the provisions of Governmental Accounting Standards Board (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Additionally, Foster & Foster provides a GASB 75 annual valuation roll forward report for the Commission's annual financial report. Given Foster & Foster's knowledge and understanding of the Commission's valuation and measurement of OPEB, staff believes it would be more efficient and cost effective for continuity purposes to retain Foster & Foster during FY 2023/24 for actuarial valuation services of the Commission's biennial OPEB valuation report and annual valuation roll forward report. Staff expects no change in costs in FY 2023/24.

BCA Watson Rice LLP

In October 2007, the Commission selected Thompson, Cobb, Bazilio & Associates, P.C. (now BCA Watson Rice LLP) as one of the firms to perform on-call internal audit services, including audits related to mandated pre-award audits and contract close outs, as well as other reviews and

assistance on an as needed basis. BCA Watson Rice LLP is the sole on-call internal audit services firm for the Commission at this time, and it has primarily performed consultant pre-award audits to ensure adherence to state and federal funding prerequisites. These audits are required by Caltrans Independent Office of Audits and Investigations to be performed prior to award of Architectural & Engineering (A&E) services contracts. Utilization of BCA Watson Rice LLP has resulted in effective contract negotiations and cost savings. BCA Watson Rice LLP has performed these audits in a timely and satisfactory manner due to their knowledge of the Caltrans Local Assistance Procedures Manual and Federal Acquisition Regulation. Given the current and upcoming procurement activity, staff recommends extending the agreement with BCA Watson Rice LLP through FY 23/24 to continue pre-award audits of its A&E contracts. BCA Watson Rice LLP's pre-award audit labor rates are reasonable and comparable to other firms performing similar services.

Bechtel Infrastructure Corporation

Bechtel provides program management and construction management activities of highway and rail projects for the Measure A and the 10-Year Western Riverside County Highway Delivery programs as well as the toll program. Bechtel supports the Commission's capital projects, including the Interstate 15 Express Lanes, 15/91 Express Lanes Connector, I-215/Placentia Avenue Interchange, I-15/Railroad Canyon Road Interchange, State Route 60 Truck Lanes, SR-91 Corridor Operations, Santa Ana River Trails, Moreno Valley Rail Station Upgrade, Coachella Valley Rail, SR-71/91 Connectors, I-15 SMART Freeway, I-15 Southern Extension, I-15 Corridor Operations, Mid-County Parkway Construction Package 3, I-10 Highland Springs Avenue Interchange, SR-79 Realignment, Eastbound SR-91 Corridor Operations, Perris Valley Line Double Track, South Perris Station Layover Expansion, Riverside Downtown Station Pedestrian Crossing, I-15 Franklin Street Interchange, and I-15 Northern Extension. Bechtel possesses the knowledge and background history of the Commission's capital projects program, which is necessary to effectively deliver the Commission's Measure A and other capital projects. The flexibility of obtaining additional support from Bechtel as needed for specific project requirements is also important and avoids the need to increase Commission staff. The Bechtel contract for FY 2023/24 reflects the same level as last year, $7,500,000.

Best Best & Krieger LLP

Best Best & Krieger LLP (BB&K) provides a high level of general legal services to the Commission for highway, regional arterial, and rail capital project activities, especially right of way; various Commission programs; procurements and contract development; toll road legal advisory and litigation services; and management services. The FY 2023/24 BB&K contract reflects a $1,700, or less than 1 percent increase in legal costs compared to the FY 2022/23 contract, primarily related to Measure A western county highway projects. The Commission engages other legal firms for specific matters involving specialized legal services and potential conflicts of interest as required.

BLX Group LLC

In 2007, the Commission engaged BLX Group LLC (BLX) under a sole source procurement to perform arbitrage rebate compliance services for sales tax revenue debt issued under the 1989 Measure A and 2009 Measure A programs; the services have expanded to include toll revenue debt. These services are required by the Internal Revenue Service (IRS) and the tax certificates executed for each debt issue, including the Commission's commercial paper notes, sales tax revenue bonds, and toll revenue bonds. Per Commission direction, BLX performs the required calculations more frequently than the minimum reporting requirements during the life of each debt issue to ensure Commission compliance with the complex IRS regulations. Accordingly, BLX maintains historical information and calculations considered in subsequent arbitrage rebate calculations. Additionally, BLX prepares and files, on the Commission's behalf, the Annual Debt Transparency Reports (ADTRs) required by California Senate Bill 1029 for new debt issuances effective January 1, 2017. BLX performs the ADTR service at no additional cost when arbitrage rebate calculations are prepared or a $500 per ADTR fee when rebate calculations have ceased. Given the complex arbitrage regulations and limited Commission staff available to prepare the SB 1029 filings, staff determined it would be more efficient and cost effective to continue the BLX services. Furthermore, BLX is affiliated with the Commission's bond counsel, Orrick, Herrington & Sutcliffe LLP—resulting in additional efficiencies related to immediate access to bond documents and key staff.

Caltrans

In October 2016, the Commission awarded an agreement to Caltrans to provide routine and emergency maintenance for the 91 Express Lanes for a 50-year term. In March 2020, the 15 Express Lanes was added to the scope of work. The agreement requires agreement of the annual work plan and associated budget. Caltrans' familiarity with the 91 Corridor, 15 Corridor, and state standards for highway maintenance ensures that the Commission will be compliant with the 91 Express Lanes toll facility Agreement and 15 Express Lanes toll facility agreement between Caltrans and the Commission. In addition, Caltrans has the staff, equipment, and experience to provide the wide range of maintenance and emergency response services required to ensure the Express Lanes are properly maintained and that emergency incidents are resolved in an expedient manner. Caltrans' routine maintenance services include channelizer replacement, pavement repair, and sweeping and debris removal. The scope of services also includes coordination with California Highway Patrol Maintenance Zone Enhancement Enforcement Program (MAZEEP). Staff and Caltrans established a work plan for FY 2023/24 in the amount of $411,457, a $0 change from FY 2022/23. Caltrans has provided excellent service and response times to emergency incidents.

Epic Land Solutions, Inc.

Due to its accumulated knowledge and development of various property management projects, resources, and databases associated with the multitude of Commission-owned properties, including but not limited to those along the San Jacinto Branch Line (SJBL) and Regional

Conservation Authority (RCA) properties, staff determined that Epic Land Solutions, Inc. (EPIC) can most efficiently and cost effectively provide property management services. The scope of services for FY 2023/24 includes:

- Upgrading the remaining utility licenses to current Commission terms in order to minimize liability risks;
- Renewing expiring private use agreements;
- Coordinating and assisting with activities related to the issuance of new licenses, amendments to existing licenses or facility upgrades;
- Adding RCA properties to map books and database and update licenses as necessary to meet current Commission terms;
- Following up on delinquent rent payments and tracking insurance certifications, as requested by Commission staff;
- Determining all easement locations and requesting abandonment of unused easements;
- Maintaining and updating a database and correlated mapping of the Commission's property and contract information;
- Ensuring possession of title policies for all Commission owned property and compliance with federal excess land requirements;
- Tracking all Surplus land for Commission owned property and providing annual list to Commission per Right of Way manual;
- Proactively performing regular site visits to all properties to identify and resolve maintenance and repair issues such as weed abatement, erosion and removal of debris and illegal occupants and identify encroachments such as illegal parking or the installation of facilities without a license;
- Work with jurisdictions on trespassing notification letters and coordination of trespassing sign installations;
- Conducting site visits to determine all encroachment locations and updating mapbooks and Epic Property Management Application (EPMA);

Efforts are consistent with the previous year, so Epic's FY 2023/24 agreement reflects the same budget.

Fieldman, Rolapp & Associates, Inc.

Following a competitive procurement process, the Commission selected Fieldman, Rolapp & Associates (Fieldman) as the financial advisor in late 2003. Fieldman has provided financial advisory services on general finance matters and specific financing transactions related to the 2009 Measure A program and the toll program—playing a significant role in the 91 Project and I-15 ELP financing activities in 2013 and 2017, respectively, as well as the 91 Express Lanes toll revenue bonds refinancing. Fieldman provides additional support for the I-15 Express Lanes related to the annual update of the financial models and financial plans required by the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan agreement, meeting with rating agencies, implementation and technical matters related to the financings, and other

special projects. As a result of Fieldman's knowledge and understanding of the Commission, its previous financings, and the TIFIA loan process, staff determined it would be more efficient and cost effective for continuity purposes to retain Fieldman during FY 2023/24 for financial advisory services. Staff expects no change in costs in FY 2023/24.

MetLife Investment Management, LLC

Following a competitive procurement process, the Commission selected MetLife Investment Management, LLC (MetLife), formally Logan Circle Partners, LP in 2013 to provide investment advisory services on debt proceeds from the sales tax and toll revenue supported debt of the 91 Project and I-15 ELP. The indentures for the bonds and TIFIA loan agreements include multiple accounts containing investments that must comply with the permitted investment language of the specific indentures, as well as the Commission's investment policy. Given MetLife's knowledge and understanding of the Commission's compliance requirements for the investment of debt proceeds, staff believes it would be more efficient and cost effective for continuity purposes to retain MetLife during FY 2023/24 for investment advisory services.

Orange County Transportation Authority

In support of the 91 Express Lanes, the Commission and Orange County Transportation Authority (OCTA) (the agencies) entered into the RCTC – OCTA Facility Agreement (ROFA) in November 2015 to facilitate the reimbursement of shared costs during the life of the agencies' cooperative agreement executed in December 2011. The ROFA allows the Commission to reimburse OCTA for shared costs it incurs on behalf of the joint operation of the 91 Express Lanes and for OCTA to reimburse the Commission for costs it incurs on behalf of the joint operation. OCTA and the Commission meet each year to determine the amounts for each shared cost element. Included in the shared costs are operations facilities costs and consulting costs. In FY 2023/24, the Commission will continue to reimburse OCTA and pay vendors for costs incurred on behalf of the 91 Express Lanes for which OCTA will reimburse the Commission. The Commission and OCTA are each responsible for 50 percent of such costs. The total joint operating costs of this agreement are $3,727,275. The Commission's total amount is $3,216,025 that is comprised of costs administered by the Commission and reimbursements to OCTA. OCTA will reimburse the Commission $1,452,388 of administered costs. The ROFA has increased $1,183,250 from FY 2022/23 primarily due to procurement of a new traffic management system and additional consultant services in FY 2023/24.

Payden & Rygel

Following a competitive procurement process, the Commission selected Payden & Rygel in 2013 to provide investment advisory services for the Commission's operating funds. Given Payden & Rygel's knowledge and understanding of the Commission's investment policy requirements, staff believes it would be more efficient and cost effective for continuity purposes to retain Payden & Rygel during FY 2023/24 for investment advisory services of the Commission's operating funds.

Stantec Consulting Services, Inc.

In September 2010, Stantec Consulting Services, Inc. (Stantec) was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that secured the financing for the 91 Project. Stantec performed the field work and analysis required to create the traffic and revenue model. Additionally, Stantec supported the development of the toll pricing methodology and traffic simulations, which supported corridor design decisions. Stantec continues to support staff with toll rate setting, corridor improvement project impacts, and traffic simulations. Additionally, in FY 2023/24 Stantec will support efforts related to the 91 general purpose lane widening between the 241 and State Route 71 and ongoing efforts related to the 241/91 connector project and the Eastbound Corridor Operations Traffic Study. Stantec's long-history of supporting the 91 Project provides staff with valuable insight into the actual performance of the express lanes. Staff and Stantec developed a budget for the FY 2023/24 tasks at an estimated cost of $1,859,000, of which approximately $190,000 is for the 241/91 connector and is expected to be a reimbursable cost from the Transportation Corridor Agencies, the project sponsor of the 241/91 connector project.

Stantec Consulting Services, Inc.

In April 2015, Stantec Consulting Services, Inc. (Stantec) was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that secured the TIFIA loan for the I-15 ELP. Stantec performed the field work and analysis required to create the traffic and revenue model. Stantec continues to support staff with toll rate setting and dynamic pricing analysis. Additional support is need in FY 2023/24 to support toll revenue allocation with the anticipated completion of the 15/91 Express Lanes Connector. Budget is also included to provide investment grade traffic and revenue analysis to determine the financial impact on the 15 Express Lanes as a result of implementing the 15 Express Lanes Project – Southern Extension. Staff and Stantec have developed a budget for the FY 2023/24 tasks at an estimated cost of $1,560,000.

TransTrack Inc.

In December 2005, the Commission approved a sole source agreement with TransTrack for the Transit Performance Manager software application implementation and training package. Major accomplishments over the years include customized reports to support the Commission's Annual Countywide State of Public Transit Report, adding both the SunLine Transit Agency and Commission Vanpool programs and statistics into the TransTrack modules as well as the Short-Range Transit Plan funding projections and requests within the system. TransTrack is an important tool in assisting Commission staff to review the transit operators' performance to ensure compliance with the farebox recovery ratio and allows various programs to pull data that is required and report it into the National Transit Database. Major activities in FY 2023/24 will allow the Commission to add specialized transit operators into the database, allow for long-term budget preparation by transit agencies to better forecast operating and capital activities with

federal transit administration funds, increasing functionality with analytics; and additional reporting.

U.S. Bank National Association

U.S. Bank served as trustee for the sales tax financings since the inception of the 1989 Measure A program; the current U.S. Bank represents mergers, acquisitions, and name changes dating back to the 1990s. As trustee and in accordance with the debt agreements, U.S. Bank intercepts the Measure A sales tax receipts from the California Department of Tax and Fee Administration in order to withhold amounts required for debt service prior to releasing remaining funds to the Commission. In February 2005 following a competitive procurement, the Commission approved agreements with U.S. Bank to serve as the trustee and the issuing and paying agent for the commercial paper program related to interim financing for the 2009 Measure A program. When the Commission commenced 2009 Measure A program long-term debt financings, the Commission continued to use US Bank as trustee for the 2009 Measure A sales tax debt program. The master and supplemental indentures for the commercial paper program and the sales tax bonds are agreements between the Commission and U.S. Bank through the life of the debt; any removal or resignation of the trustee requires adhering to specific procedures described in the master indenture. U.S. Bank provides the Commission a high level of responsive service and timely and accurate trustee statements; accordingly, staff desires the continuation of U.S. Bank as trustee for these programs. The 15 percent or $6,000 increase reflects the RCTC 91 Express Lanes 2021 Toll Refunding Bonds related to the refinancing of the 2013 Toll Revenue Bonds, Series B capital appreciation bonds, and the Transportation Infrastructure Finance and Innovation Act loan.

Specialized Services on Long-Term Projects for Multi-Year Contracts

Some contracts with consultants provide specialized services on long-term projects at a fixed rate. The contracts do not need to be negotiated annually as service level and pricing are not expected to change during the period of performance. Staff recommends Commission approval of multi-year agreements (Three-Year and Five-Year) with these consultants for the aggregate amount totaling $268,500.

Specialized Services on Long-Term Projects for Three-Year Contracts

Schedule of Recurring Contracts for Specialized Services for FY 2023/24 - FY 2025/26					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	3-Year Contract
ECS Imaging, Inc.	19-12-008-03	Laserfiche Installation and Maintenance Services	$22,000	$22,000	$66,000
Mobile Relay Associates	17-45-022-05	Radio Repeater and Frequency Lease, Equipment and Maintenance	$55,000	$55,000	$165,000
Total			$ 77,000	$77,000	$231,000

ECS Imaging, Inc.

In 2018 the Commission executed an agreement with ECS Imaging, Inc. under the Executive Director's single signature authority to provide records management, storage and retention. The Commission previously used Infoworks software for this service; however, the software was phased out and reached end-of-life as of December 31, 2018. Accordingly, the Commission migrated its records to Laserfiche software purchased through ECS Imaging, Inc. Laserfiche software provides the Commission the opportunity to not only electronically store records but also to manage the records in a secure format, laying the foundation to move toward a paperless environment. Ultimately, Laserfiche software will save the Commission physical document storage costs. In 2021, RCTC became the managing agency of the RCA and the Custodian of its records. RCA records are currently being migrated into a separate database within the Laserfiche system for consistency, continuity and efficiency.

Mobile Relay Associates

Mobile Relay Associates (MRA) provides for the lease of Ultra High Frequency mobile relay stations and associated equipment, as well as radio equipment, installation, and maintenance on Freeway Service Patrol (FSP) tow trucks. This service and related equipment is used by the program to facilitate communication between RCTC's contracted FSP tow truck drivers and the California Highway Patrol (CHP). RCTC operates the FSP program in close partnership with San Bernardino County Transportation Authority (SBCTA). CHP supervision, dispatch, and the program Standard Operating Procedures (SOP) are shared with our neighboring counterpart. RCTC and SBCTA jointly released an RFP for this service and are separately contracted with MRA. It is imperative to the program that both counties continue to use the same communication service in order to have uninterrupted communication between CHP officers, dispatch, and tow truck drivers that operate in both counties. SBCTA currently plans to continue utilizing MRA through FY26. As such, RCTC staff is seeking to extend the contract with MRA to avoid disruption to program operations. Fees for this service will be assessed monthly for the leased mobile relay station and as needed for equipment installation/uninstallation and maintenance. Among the communication systems that were responsive to past RFP's, MRA has proven to be the most cost effective. There has been a reasonable increase in price for these services and an annual increase based on Consumer Price Index should be expected and built into the agreement. Based on pricing and historical use of the service, staff anticipates a not to exceed annual cost of $55,000, for a total not to exceed contract amount of $165,000 for the next three years.

Specialized Services on Long-Term Projects for Five-Year Contracts

Schedule of Recurring Contracts for Specialized Services for FY 2023/24 - FY 2027/28					
Consultant Name	Agreement Number	Description of Services	Budget FY 22/23	Budget FY 23/24	5-Year Contract
NetFile	23-12-067-00	Form 700 E-Filing and Administration System	$3,000	$7,500	$ 37,500
Total			$3,000	$7,500	$ 37,500

Netfile, Inc.

In 2018, the County entered into an agreement with Netfile, Inc. to process its annually required Fair Political Practices Commission Conflict of Interest statements electronically. As RCTC falls under the County umbrella for its conflict of interest filing requirements, RCTC used its single signature authority to enter into an agreement with Netfile to also file its required forms electronically. The Western Riverside County Regional Conservation Authority has its own individual agreement with Netfile and in an effort to streamline, these agreements will be combined.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2023/24 FY 2024/25+	Amount:	$18,965,352 $184,000
Source of Funds:	Measure A, Local Transportation Fund, Transportation Development Act, Transportation Uniform Mitigation Fees, toll revenues, other reimbursements, Caltrans FSP, SAFE and interest			Budget Adjustment:	No N/A
GL/Project Accounting No.:	Various				
Fiscal Procedures Approved:				Date:	05/11/2023

Approved by the Budget and Implementation Committee on May 23, 2023

In Favor: 7 Abstain: 3 No: 0

AGENDA ITEM 7C

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Appropriations Limit Fiscal Year 2023/24

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Adopt Resolution No. 23-005 *"Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit",* for Fiscal Year 2023/24.

BACKGROUND INFORMATION:

Section 7910 of the California Government Code implements Article XIIIB of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make documentation used to determine the appropriations limit available to the public 15 days prior to adoption of the resolution establishing the appropriations limit.

Staff performed the calculations necessary to determine the limit as $614,246,608 for FY 2023/24. The resolution and documents supporting the calculation are attached. The Commission chose to use the percentage change in the California per capita personal income and population change within Riverside County as the factors in determining the appropriations limit. As required, calculations supporting the Commission's proposed FY 2023/24 Appropriations Limit was posted on the Commission's website.

Attachments:
1) Resolution No. 23-005
2) Riverside County Transportation Commission 2023/24 Appropriations Limit
3) California Per Capita Income and Population, Riverside County – California Department of Finance

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor: 10 Abstain: 0 No: 0

RESOLUTION NO. 23-005

RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT

WHEREAS, Article XIIIB of the California Constitution places an annual limitation upon appropriations from proceeds of taxes by each local government of the State of California; and

WHEREAS, in 1988, pursuant to Article XIIIB, section 4 of the California Constitution, the Riverside County Transportation Commission established its appropriations limit at $75 million for fiscal year 1988-1989 under ordinance No. 88-1; and

WHEREAS, Section 7910 of the California Government Code implements Article XIIIB of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make the documentation used in determining the appropriations limit available to the public fifteen days prior to adoption of the resolution establishing the appropriations limit; and

WHEREAS, in accordance with Senate Constitutional Amendment No. 1 approved by the voters of the State effective June 6, 1990, beginning with Fiscal Year (FY) 1990/91 and for each fiscal year thereafter, the Commission's Board of Commissioners is required to select either the percentage change in California per capita personal income or the percentage change in the local assessment roll due to the addition of local non-residential construction, and either the population change within the Commission or the population change within Riverside County, as the two factors to be applied in calculating the appropriations limit for each fiscal year; and

WHEREAS, this Board wishes to select, as factors in determining the Commission's appropriation limit for FY 2023/24 the percentage change in California per capita personal income and also the population change within Riverside County; and

WHEREAS, this Commission has documented its calculations of the Commission's appropriations limit for FY 2023/24 and said calculations have been made available to the public at least fifteen days prior to the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission as follows:

1. For FY 2023/24 the factors selected for calculating the appropriations limit are (a) the percentage change in California per capita personal income, and (b) the population change within the County of Riverside.

2. The appropriations limit applicable to this Agency pursuant to Article XIIIB of the California Constitution for FY 2023/24 are hereby established and determined to be $614,246,608.

3. A copy of the documentation used in the determination of the appropriations limit for FY 2023/24 shall be affixed hereto and shall be available for public inspection.

4. Pursuant to Section 7910 of the California Government Code, any judicial action or proceeding to attack, review, set aside, void, or annul the establishment of the appropriations limit as set forth herein must be commenced within forty-five days of the adoption of this resolution.

ADOPTED this 14th day of June, 2023.

_____
Robert E. Magee, Chair
Riverside County Transportation Commission

ATTEST:

_____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

2023/24 APPROPRIATIONS LIMIT

2022/23	Appropriations Limit	……..	$ 586,140,603
	2023/24 adjustment		
	Change in California per capita personal income		4.44%
		Per capita cost of living converted to a ratio:	1.0444
	Change in population, Riverside County		0.34%
		Population converted to a ratio:	1.0034
	Calculation of factor for FY 2023/24:		
		Per capita cost of living ratio	1.0444
		Population ratio	⊗ 1.0034
		FY 2023/24 factor	1.0479510
		2022/23 Appropriations Limit	$ 586,140,603
		FY 2023/24 factor	⊗ 1.0479510
2023/24	**Appropriations Limit**	……..	**$ 614,246,608**

Source: California per capita income - California Department of Finance
Population, Riverside County - California Department of Finance

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

May 2023

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023**.

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

2023-24:

Per Capita Cost of Living Change = 4.44 percent
Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio: $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio: $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24: 1.0444 x 0.9965 = 1.0407

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023

County City	Percent Change 2022-2023	--- Population Minus Exclusions --- 1-1-22	 1-1-23	Total Population 1-1-2023
Riverside				
Banning	1.28	30,856	31,250	31,250
Beaumont	4.12	54,349	56,590	56,590
Blythe	-0.43	12,662	12,607	17,265
Calimesa	0.11	10,950	10,962	10,962
Canyon Lake	-0.49	11,003	10,949	10,949
Cathedral City	-0.37	51,590	51,400	51,433
Coachella	1.26	41,935	42,462	42,462
Corona	-0.09	157,139	157,005	157,005
Desert Hot Springs	0.68	32,389	32,608	32,608
Eastvale	-0.66	69,978	69,514	69,514
Hemet	0.84	89,170	89,918	89,918
Indian Wells	-0.23	4,785	4,774	4,774
Indio	1.17	89,789	90,837	90,837
Jurupa Valley	-0.16	105,154	104,983	104,983
Lake Elsinore	-0.02	71,844	71,828	71,973
La Quinta	1.11	37,562	37,979	37,979
Menifee	2.44	107,411	110,034	110,034
Moreno Valley	-0.01	208,302	208,289	208,289
Murrieta	-0.54	110,592	109,998	109,998
Norco	-0.52	22,345	22,228	25,037
Palm Desert	-0.02	50,626	50,615	50,615
Palm Springs	-0.17	44,165	44,092	44,092
Perris	0.60	78,474	78,948	78,948
Rancho Mirage	0.94	16,854	17,012	17,012
Riverside	-0.36	314,759	313,617	313,676
San Jacinto	-0.37	54,303	54,103	54,103
Temecula	-0.52	109,468	108,899	108,899
Wildomar	-0.28	36,438	36,336	36,336
Unincorporated	0.83	398,128	401,433	401,693
County Total	0.34	2,423,020	2,431,270	2,439,234

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

AGENDA ITEM 7D

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Michele Cisneros, Deputy Director of Finance
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Financial Statements

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2023.

BACKGROUND INFORMATION:

During the nine months of the fiscal year, staff monitored the revenues and expenditures of the Commission. The attached financial statements present the revenues and expenditures for the nine months of the fiscal year (July 2022 through March 2023). Period closing accrual adjustments are not included for revenues earned but not billed and expenditures incurred for goods and services received not yet invoiced. Such adjustments are normally made during the year-end closing process.

The operating statement shows the Measure A and Local Transportation Fund (LTF) sales tax revenues for the third quarter at 61 percent of the budget. This is a result of Governmental Accounting Standards Board (GASB) Statement No. 33, *Accounting and Financial Reporting for nonexchange Transactions*. GASB Statement No. 33 requires sales tax revenues to be accrued for the period in which they are collected at the point of destination or sale, as applicable. The California Department of Tax and Fee Administration (CDTFA) collects the sales tax funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect the revenues related to collections through January 2023.

On a cash basis, the Measure A and LTF sales tax receipts are 2.71 and 2.58 percent higher, respectively, than the same period last fiscal year. State Transit Assistance, including State of Good Repair for the third quarter of Fiscal Year 2022/23, are expected to be received in the fourth quarter of FY 2022/23. Staff will continue to monitor the trends in the sales tax and report to the Commission any necessary adjustments in revenue projections.

Federal, state, and local reimbursement revenues are generally on a reimbursement basis. The Commission will receive these revenues as eligible project costs are incurred and invoiced to the respective agencies. The negative revenue amounts for federal reimbursements reflect reversal of the FY 2021/22 accrued revenues at the beginning of FY 2022/23 in excess of amounts billed through the third quarter. Reimbursement invoices for expenditures for the third quarter will be prepared and submitted in the fourth quarter.

During the FY 2022/23 budget process, the Commission estimated Transportation Uniform Mitigation Fee (TUMF) revenues at $31 million past through from Western Riverside Council of Governments. Through the third quarter of FY 2022/23, the Commission received TUMF revenues through December 2022 of $18 million. The Commission expects to receive the third quarter TUMF revenues in the fourth quarter.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees are at $49.7 million and $24.8 million, respectively, totaling $74.5 million through the third quarter of FY 2022/23. The operating statement shows toll revenues, penalties, and fees at 76 percent of the budget. This reflects periodic toll rate changes made based on traffic volumes according to the approved toll policy on the RCTC 91 Express Lanes. Staff will continue to monitor the toll transactions and/or trips and non-toll revenues.

During the FY 2022/23 budget process, the Commission conservatively estimated investment income at $1,168,400 due to interest rate volatility in the current market. The operating statement shows investment income, which includes net unrealized investment gains and losses at $14.5 million.

The expenditures/expenses and other financing sources/uses categories are in line overall with the expectations of the budget with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled positions for an Accounting Supervisor, IT Administrator, Management Analyst, Capital Projects Manager, and two Senior Capital Projects Manager;
- Professional services are under budget primarily due to unused budget authority for general legal services; financial advisory services; rail operations and development activities; and highway, commuter assistance, and specialized transportation other professional services;
- Support costs are under budget due to unused budget authority for rail station maintenance, repairs, and utilities; express lanes operations and maintenance; call box maintenance and repairs; and software and computer maintenance and repairs;
- Program operations are under budget due to unused budget authority for rail station security; toll operations; motorist and commuter assistance program operations; and highway and rail program management;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land) with budget amounts exceeding $5 million is discussed within Attachment 1;

- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;
- Special studies unused budget authority is related to feasibility studies;
- Local street and roads expenditures are related to Measure A sales tax revenues. These financial statements reflect the turnback payments through January 2023;
- Regional arterial expenditures represent expenditures for the highway and regional arterial program administered by the Coachella Valley Association of Governments (CVAG). CVAG requests reimbursements from the Commission based on available funds and sufficient budget authority;
- Debt service principal payments are made annually on June 1, while debt service interest payments are made semiannually on December 1 and June 1. In accordance with the applicable accounting standards related to the Enterprise funds, both the RCTC 91 and 15 Express Lanes Enterprise funds record accrued and compounded interest on its related debt such as the RCTC 91 Express Lanes 2021 Toll Refunding Bonds and 2013 Toll Revenue Bonds, Series B capital appreciation bonds for the 91 Project as well as the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the 15 Express Lanes project. Therefore, $16.7 million of the $21.7 million interest cost through the third quarter will not be paid in the current year for the RCTC 91 and 15 Express Lanes Enterprise funds and therefore, not included in the FY 2022/23 budget;
- Capital outlay expenditures are under budget due to unused budget authority for office and property improvements for station rehabilitation, toll operations equipment, and Commission office, network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 and 15 Express Lanes Enterprise funds accounting records; however, depreciation is considered a non-cash transaction and not included in the FY 2022/23 budget; and
- Transfers in and out include the third quarter administrative cost allocation process, Measure A Sales Tax Bonds debt funding, LTF disbursements for planning, programming activities, and 15/91 Express Lanes Connector funding from the 91 Express Lanes surplus toll revenues.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

Attachments:
1) Quarterly Project Status – March 2023
2) Quarterly Financial Statements – March 2023

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 3/31/2023

Project Description	FY 2022/23 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
91 Project (P003028) The project connects with Orange County Transportation Authority's tolled express lanes at the Orange County/Riverside County line and continues approximately eight miles to the Interstate (I)-15/State Route (SR)-91 interchange. The project involves widening pavement on the outside of the existing highway to reposition general purpose lanes and repurposing the existing high occupancy vehicle lanes to accommodate two-tolled express lanes in the median in each direction. The 91 Project also involves constructing one new general-purpose lane in each direction from SR-71 to I-15, ultimately providing two-tolled express lanes and five general purpose lanes in each direction. 91 Project development activities began in September 2007, construction work related to roadway and structures began in July 2014, and the toll lanes opened in March 2017. The total cost of the 91 Project is estimated at $1.4 billion, including capitalized interest, debt service reserves, contingency, and cost of issuance. ***The FY 2022/23 budget amount is $15,491,400.***	$416,100	($1,512,584)	The under run of the FY 2022/23 budget at the third quarter is due to an accrual reversal for the Army Corps of Engineering Reach 9 project ($1.7 million) and an under run in to-date right of way (ROW) services ($0.2 million).
91 Express Lanes (P009103 & P009104) These projects provide repair and rehabilitation of SR-91 general purpose and express lanes, as well as the implementation of a new back-office system. ***The FY2022/23 budget amount is $23,542,100.***	18,297,000	18,685,269	The overrun of the FY 2022/23 budget at the third quarter is due higher than anticipated expended costs for Phase 2 corridor improvements and associated project construction management ($0.4 million).
I-15 Express Lanes Southern Extension (P003044) The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is $544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. ***The FY 2022/23 budget amount is $5,171,300.***	1,853,500	1,345,050	The under run of the FY 2022/23 budget at the third quarter is due to lower than anticipated expended costs for the preliminary engineering and environmental document contract, program management, staff labor, and other professional services ($0.4 million).

Project Description	FY 2022/23 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
15/91 Express Lanes Connector (P003039) The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is $270 million and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation. The connector is expected to open to traffic in 2023. ***The FY 2022/23 budget amount is $72,788,300.***	58,368,200	37,281,348	The under run of the FY 2022/23 budget at the third quarter is due to delayed invoicing from the design builder ($15.4 million), the toll services contractor ($2.3 million), and lower than anticipated expended costs from the project construction management contract ($0.9 million) and Caltrans ($1.5 million).
Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, & P002328) The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility will be completed over many years as funding becomes available; the total project cost is estimated at $1.3 to $2.1 billion. ***The FY 2022/23 budget amount is $37,538,600.***	17,052,175	13,042,458	The under run of the FY 2022/23 budget at the third quarter is primarily due to the following for each project: • MCP: An under run in ROW acquisition and ROW support is due to accrual reversals not yet offset by invoices ($0.1 million). • MCP I-215/Placentia Interchange: The under run is due to construction ($0.3 million) and a minor overrun of program management ($0.2 million). • MCP Mitigation: The first year of plant establishment was completed at the beginning of the third quarter in FY 2020/21 and the under run in the third quarter of FY 2022/23 was due to mitigation property monitoring ($1 million). • MCP2 and MCP3: The Commission approved the shift from MCP2 to MCP3 at the May 2022 Commission meeting. The underrun was due to combined ROW support services ($1.1 million) and final design on MCP3 ($1.4 million).

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 3/31/2023

Project Description	FY 2022/23 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
71/91 Connector Project (P003021) The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is $118 million. ***The FY 2022/23 budget amount is $49,720,200.***	16,997,400	5,630,878	The under run of the FY 2022/23 budget at the third quarter is due to construction ($7.5 million), construction management services ($2.5 million), less than anticipated costs for construction support ($0.8 million), program management ($0.3 million), and final design ($0.2 million)
Smart Freeways (P003051) The project includes environmental clearance, design, and commence construction of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. ***The FY 2022/23 budget amount is $12,533,000.***	1,761,000	778,986	The under run of the FY 2022/23 budget at the third quarter is due to delayed billings from the contractor for final design ($0.5 million) and program management ($0.4 million).
Moreno Valley-March Field station upgrade (P004026) The project will remove and replace approximately 2.5 miles of existing rail and wood ties with new rail and concrete ties, remove / replace / regrade track ballast, improve track drainage, install new track signals and Positive Train Control system, connect to existing signals and communication systems, build a new second passenger loading platform, extend the existing passenger loading platform to current Metrolink station standards, and perform other improvements necessary to bring the tracks into compliance with Metrolink standards. ***The FY 2022/23 budget amount is $15,485,100.***	8,615,075	3,437,446	The under run of the FY 2022/23 budget at the third quarter is due to construction ($3.4 million) as well as construction management and construction support ($1.5 million).

This list discusses the significant capital projects (i.e., total budgeted costs in excess of $5 million) and related status. Capital project expenditures are generally affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

	FY 2022/23 BUDGET	3RD QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	$ 455,964,600	$ 279,703,254	$ 176,261,346	61%
Federal reimbursements	82,623,500	1,401,767	81,221,733	2%
State reimbursements	149,017,200	90,972,674	58,044,526	61%
Local reimbursements	15,873,500	7,402,508	8,470,992	47%
Transportation Uniform Mitigation Fee	31,000,000	18,041,231	12,958,769	58%
Tolls, penalties, and fees	97,771,800	74,509,459	23,262,341	76%
Other revenues	707,000	1,637,393	(930,393)	232%
Investment income	1,168,400	14,470,472	(13,302,072)	1238%
Total revenues	834,126,000	488,138,758	345,987,242	59%
Expenditures/Expenses				
Salaries and benefits	17,367,100	9,529,560	7,837,540	55%
Professional and support				
Professional services	18,541,800	7,906,090	10,635,710	43%
Support costs	18,507,200	8,415,175	10,092,025	45%
Total Professional and support costs	37,049,000	16,321,265	20,727,735	44%
Projects and operations				
Program operations	40,752,100	16,806,281	23,945,819	41%
Engineering	29,137,200	6,565,584	22,571,616	23%
Construction	234,312,300	113,773,186	120,539,114	49%
Design Build	74,337,300	39,943,626	34,393,674	54%
Right of way/land	57,262,300	6,725,021	50,537,279	12%
Operating and capital disbursements	210,451,900	142,900,147	67,551,753	68%
Special studies	2,385,200	343,047	2,042,153	14%
Local streets and roads	83,029,900	50,707,938	32,321,962	61%
Regional arterials	31,779,000	4,888,739	26,890,261	15%
Total projects and operations	763,447,200	382,653,569	380,793,631	50%
Debt service				
Principal	31,405,000	-	31,405,000	N/A
Interest	60,351,300	40,777,446	19,573,854	68%
Total debt service	91,756,300	40,777,446	50,978,854	44%
Capital outlay	9,589,300	2,066,882	7,522,418	22%
Depreciation	-	12,615,473	(12,615,473)	N/A
Total Expenditures/Expenses	919,208,900	463,964,195	455,244,705	50%
Excess revenues over (under) expenditures/expenses	(85,082,900)	24,174,563	(109,257,463)	-28%
Other financing sources/(uses)				
Transfer in	247,462,200	137,108,436	110,353,764	55%
Transfer out	(247,462,200)	(137,108,436)	(110,353,764)	55%
Total financing sources/(uses)	-	-	-	N/A
Net change in fund balances	(85,082,900)	24,174,563	109,257,463	-28%
Fund balance July 1, 2022	1,278,326,000	1,063,776,100	(214,549,900)	83%
Fund balance March 31, 2023	$ 1,193,243,100	$ 1,087,950,663	$ (105,292,437)	91%

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL BY FUND
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

		SPECIAL REVENUE FUNDS											
			MEASURE A SALES TAX			TRANSPORTATION DEVELOPMENT ACT							
	GENERAL FUND	FSP/ SAFE	WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR	TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
Revenues													
Sales tax	$ -	$ -	$ 134,695,284	$ 32,512,111	$ 688,953	$ 91,470,495	$ 17,837,881	$ 2,498,530	$ -	$ -	$ -	$ -	$ -
Federal reimbursements	(2,998,221)	-	2,993,922	-	-	-	-	-	-	-	-	-	-
State reimbursements	7,262	2,265,697	11,053,412	-	-	-	-	116,733	182,692	-	-	-	77,346,878
Local reimbursements	-	54,341	1,029,327	-	-	-	-	-	-	-	916,319	5,402,521	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-	18,041,231	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	1,390	-	1,037,069	-	-	-	-	-	15,300	-	-	-	508,800
Investment income	243,610	102,388	3,067,861	834,276	-	2,398,745	1,244,394	102,216	1,213,798	20,114	5,270	11,806	282,970
Total revenues	(2,745,959)	2,422,426	153,876,875	33,346,387	688,953	93,869,240	19,082,275	2,717,479	19,453,021	20,114	921,589	5,414,327	78,138,648
Expenditures/Expenses													
Salaries and benefits	4,242,829	113,357	1,785,099	921	-	-	-	-	107,897	30,154	68,477	1,861,389	189,290
Professional and support													
Professional services	2,258,743	106,490	1,937,739	5,903	-	-	11,581	216,473	161,640	166,863	2,653	1,956,386	31,848
Support costs	2,089,813	78,985	1,815,033	-	-	-	-	-	27,127	4,499	-	314,805	2,173
Total Professional and support costs	4,348,556	185,475	3,752,772	5,903	-	-	11,581	216,473	188,767	171,362	2,653	2,271,191	34,021
Projects and operations													
Program operations	9,349	2,466,572	6,959,476	-	-	-	-	-	191,074	2,128	144,523	241,891	485,073
Engineering	-	-	3,699,472	-	-	-	-	-	251,391	-	712,695	-	1,902,026
Construction	-	-	14,798,154	-	-	-	-	-	909,711	-	-	-	82,773,287
Design Build	-	-	47,141	-	-	-	-	-	-	-	-	-	35,690,085
Right of way/land	-	-	4,110,328	-	-	-	-	-	67,718	-	51,570	519,823	1,975,582
Operating and capital disbursements	26,113,602	-	4,353,580	8,175,000	-	78,487,451	23,894,915	1,875,599	-	-	-	-	-
Special studies	264,836	-	78,211	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	38,772,346	11,266,339	669,253	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	4,888,739	-	-	-	-	-	-	-	-	-
Total projects and operations	26,387,787	2,466,572	72,818,708	24,330,078	669,253	78,487,451	23,894,915	1,875,599	1,419,894	2,128	908,788	761,714	122,826,053
Debt service													
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	542,031	-	1,524,461	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	35,521,203	2,765,404	79,881,040	24,336,902	669,253	78,487,451	23,906,496	2,092,072	1,716,558	203,644	979,918	4,894,294	123,049,364
Excess revenues over (under)	(38,267,162)	(342,978)	73,995,835	9,009,485	19,700	15,381,789	(4,824,221)	625,407	17,736,463	(183,530)	(58,329)	520,033	(44,910,716)
Other financing sources/(uses)													
Transfer in	33,140,257	-	20,967,567	-	-	-	-	-	-	-	-	-	30,656,986
Transfer out	(582,700)	(165,500)	(64,067,557)	(376,600)	(29,600)	(22,733,173)	(3,100,400)	(78,600)	(3,749,431)	(16,500)	-	(763,100)	-
Total financing sources/(uses)	32,557,557	(165,500)	(43,099,990)	(376,600)	(29,600)	(22,733,173)	(3,100,400)	(78,600)	(3,749,431)	(16,500)	-	(763,100)	30,656,986
Net change in fund balances	(5,709,605)	(508,478)	30,895,845	8,632,885	(9,900)	(7,351,384)	(7,924,621)	546,807	13,987,032	(200,030)	(58,329)	(243,067)	(14,253,730)
Fund balance July 1, 2022	35,788,510	12,427,443	379,440,191	84,343,540	-	276,854,895	131,655,414	11,274,447	119,352,193	2,200,344	11,696	(3,933)	(385,823)
Fund balance March 31, 2023	$ 30,078,905	$ 11,918,965	$ 410,336,036	$ 92,976,425	$ (9,900)	$ 269,503,511	$ 123,730,793	$ 11,821,254	$ 133,339,225	$ 2,000,314	$ (46,633)	$ (247,000)	$ (14,639,553)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL BY FUND
3RD QUARTER
FOR NINE MONTHS ENDED 3/31/2023

	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS			
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL
Revenues						
Sales tax	$ -	$ -	$ -	$ -	$ -	$ 279,703,254
Federal reimbursements	-	-	-	-	1,406,066	1,401,767
State reimbursements	-	-	-	-	-	90,972,674
Local reimbursements	-	-	-	-	-	7,402,508
Transportation Uniform Mitigation Fee	-	-	-	-	-	18,041,231
Tolls, penalties, and fees	24,769,660	49,739,799	-	-	-	74,509,459
Other revenues	74,834	-	-	-	-	1,637,393
Investment income	965,904	2,292,106	674,499	569,418	441,097	14,470,472
Total revenues	25,810,398	52,031,905	674,499	569,418	1,847,163	488,138,758
Expenditures/Expenses						
Salaries and benefits	385,229	744,918	-	-	-	9,529,560
Professional and support						
Professional services	328,195	721,576	-	-	-	7,906,090
Support costs	1,852,025	2,230,715	-	-	-	8,415,175
Total Professional and support costs	2,180,220	2,952,291	-	-	-	16,321,265
Projects and operations						
Program operations	4,525,347	1,780,848	-	-	-	16,806,281
Engineering	-	-	-	-	-	6,565,584
Construction	-	15,292,034	-	-	-	113,773,186
Design Build	-	4,206,400	-	-	-	39,943,626
Right of way/land	-	-	-	-	-	6,725,021
Operating and capital disbursements	-	-	-	-	-	142,900,147
Special studies	-	-	-	-	-	343,047
Local streets and roads	-	-	-	-	-	50,707,938
Regional arterials	-	-	-	-	-	4,888,739
Total projects and operations	4,525,347	21,279,282	-	-	-	382,653,569
Debt service						
Principal	-	-	-	-	-	-
Interest	3,251,058	18,451,244	-	-	19,075,144	40,777,446
Total debt service	3,251,058	18,451,244	-	-	19,075,144	40,777,446
Capital outlay	195	195	-	-	-	2,066,882
Depreciation	9,535,147	3,080,326	-	-	-	12,615,473
Total Expenditures/Expenses	19,877,196	46,508,256	-	-	19,075,144	463,964,195
Excess revenues over (under)	5,933,202	5,523,649	674,499	569,418	(17,227,981)	24,174,563
Other financing sources/(uses)						
Transfer in	177,117	43	-	-	52,166,466	137,108,436
Transfer out	(259,643)	(31,957,186)	-	(7,822,380)	(1,406,066)	(137,108,436)
Total financing sources/(uses)	(82,526)	(31,957,143)	-	(7,822,380)	50,760,400	-
Net change in fund balances	5,850,676	(26,433,494)	674,499	(7,252,962)	33,532,419	24,174,563
Fund balance July 1, 2022	249,642,077	(290,512,183)	15,043,286	25,576,707	11,067,296	1,063,776,100
Fund balance March 31, 2023	$ 255,492,753	$ (316,945,677)	$ 15,717,785	$ 18,323,745	$ 44,599,715	$ 1,087,950,663

AGENDA ITEM 7E

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Matt Wallace, Deputy Director of Financial Administration
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Sales Tax Analysis

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the sales tax analysis for the Quarter 4, 2022 (4Q 2022).

BACKGROUND INFORMATION:

At its May 2023 meeting, the Commission awarded an agreement with MuniServices, LLC (MuniServices), an Avenu Company, for quarterly sales tax reporting services plus additional fees contingent on additional sales tax revenues generated from the transactions and use tax (sales tax) audit services. The services performed under this agreement pertain to only the Measure A sales tax revenues.

Since the commencement of these services, MuniServices submitted audits, which reported findings and submitted to the California Department of Tax and Fee Administration (CDTFA), for review and determination of errors in sales tax reporting related to 1,616 businesses. Through 3Q 2022, the CDTFA approved $16,177,301 of cumulative sales tax revenues recovered for the Commission. If CDTFA concurs with the error(s) for the remaining claims, the Commission will receive additional revenues; however, the magnitude of the value of the remaining findings was not available. It is important to note that while the recoveries of additional revenues will be tangible, it will not be sufficient to alter the overall trend of sales tax revenues.

MuniServices provided the Commission with the Quarterly Sales Tax Digest Summary report for 4Q 2022. Most of the 4Q 2022 Measure A sales tax revenues were received in the fourth quarter of calendar year 2022, during December 2022 through February 2022, due to a lag in the sales tax calendar. The summary section of the 4Q 2022 report is attached and includes an overview of California's economic outlook, local results, historical cash collections analysis by quarter, top 25 sales/use tax contributors, historical sales tax amounts, annual sales tax by business category, and five-year economic trend (general retail).

Taxable transactions for the top 25 contributors in Riverside County generated 26.67 percent of taxable sales for the benchmark year ended 4Q 2022, slightly less than the benchmark year ended 4Q 2021 at 26.70 percent. The top 100 tax contributors generated 40.5 percent for the benchmark year ended 4Q 2022, comparable to the 40.4 percent for the benchmark year ended 4Q 2021.

The Economic Category Analysis below shows 4Q 2022 benchmark year compared to 4Q 2021 benchmark year.

ECONOMIC CATEGORY ANALYSIS

% of Total / % Change	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
General Retail	28.5 / 2.8	27.8 / -0.7	26.7 / 9.4	34.4 / 8.6	23.4 / -18.7	27.9 / 1.9	36.3 / -1.8	26.2 / 2.4	25.5 / -23.4
Food Products	16.2 / 11.5	20.0 / 4.9	20.3 / 12.5	17.5 / 3.9	20.5 / -12.9	15.9 / 9.4	14.2 / 4.6	22.3 / 9.5	17.6 / -7.7
Transportation	24.3 / 10.0	24.9 / 6.2	25.4 / 12.8	24.0 / 4.0	21.4 / -15.8	27.5 / 5.6	23.2 / 6.1	25.8 / 10.5	30.4 / -6.2
Construction	11.3 / 18.0	10.1 / -0.5	8.4 / 6.2	13.3 / 9.9	11.1 / -16.3	13.3 / 7.1	10.4 / 2.5	8.6 / -0.2	14.9 / -11.6
Business to Business	15.7 / 15.2	16.2 / 1.7	18.3 / 12.8	10.2 / 8.0	22.5 / -14.4	14.4 / 12.4	15.2 / 10.9	15.9 / 4.2	10.8 / -1.2
Miscellaneous	4.0 / 6.9	1.0 / -1.7	0.9 / 13.4	0.6 / -5.3	1.1 / -24.9	1.0 / -4.2	0.8 / 12.4	1.1 / 3.9	0.9 / -11.7
Total	**100.0 / 9.5**	**100.0 / 2.5**	**100.0 / 11.2**	**100.0 / 6.7**	**100.0 / -15.8**	**100.0 / 6.1**	**100.0 / 3.2**	**100.0 / 6.0**	**100.0 / -11.9**

General Retail: Apparel Stores, Department Stores, Furniture/Appliances, Drug Stores, Recreation Products, Florist/Nursery, and Misc. Retail
Food Products: Restaurants, Food Markets, Liquor Stores, and Food Processing Equipment
Construction: Building Materials Retail and Building Materials Wholesale
Transportation: Auto Parts/Repair, Auto Sales - New, Auto Sales - Used, Service Stations, and Misc. Vehicle Sales
Business to Business: Office Equip., Electronic Equip., Business Services, Energy Sales, Chemical Products, Heavy Industry, Light Industry, Leasing, Biotechnology, I.T. Infrastructure, and Green Energy
Miscellaneous: Health & Government, Miscellaneous Other, and Closed Account Adjustments

An analysis of sales tax performance through 4Q 2022 is attached and illustrates consistent cycles for sales tax performance for most of the economic categories since 2Q 2017, apart from COVID-19 impacts for some categories.

For the top 10 economic segments (miscellaneous retail, auto sales – new, restaurants, department stores, service stations, building materials – wholesale, food markets, heavy industry, building materials – retail, and apparel stores) during the past eight benchmark year quarters, sales tax reached a new high point in 4Q 2022. The economic segments represent 73.8 percent of the total sales tax receipts. For the remaining 21 economic segments representing 26.2 percent of total sales tax receipts, 11 economic segments representing 16.8 percent of total sales tax receipts reached new high points in the benchmark year 4Q 2022.

In the Economic Segment Analysis below, miscellaneous retail, which includes online retailers, is RCTC's largest economic segment, followed by auto sales – new and restaurants. Since the benchmark year 4Q 2015, each of these segments has realized significant sales tax growth. Miscellaneous retail has increased 174 percent, auto sales – new has increased 67 percent, and the restaurant segment has increased 60 percent when comparing benchmark year 4Q 2015 to benchmark year 4Q 2022. The increase related to online sales was largely as a result of the recent legislation to tax online sales along with general consumer spending shifting from brick and mortars to online.

As noted, auto sales-new and restaurants have also experienced increases since 3Q 2015 due to general price increases (inflation) and improved consumer demand.

ECONOMIC SEGMENT ANALYSIS									
	RCTC	State Wide	Orange County	Riverside County	S.F. Bay Area	Sacramento Valley	Central Valley	South Coast	North Coast
Largest Segment	Miscellaneous Retail	Restaurants	Restaurants	Miscellaneous Retail	Restaurants	Auto Sales - New	Miscellaneous Retail	Restaurants	Service Stations
% of Total / % Change	11.6 / 5.2	14.1 / 8.4	14.8 / 16.4	17.3 / 21.7	14.6 / -8.4	11.2 / 1.2	13.4 / 0.5	16.2 / 13.6	12.1 / 13.5
2nd Largest Segment	Auto Sales - New	Auto Sales - New	Auto Sales - New	Restaurants	Auto Sales - New	Restaurants	Department Stores	Auto Sales - New	Auto Sales - New
% of Total / % Change	11.5 / 9.0	11.6 / 1.4	14.3 / 12.8	10.7 / 6.8	10.2 / -22.8	10.8 / 11.4	11.1 / 2.2	13.1 / 8.7	11.1 / -18.3
3rd Largest Segment	Restaurants	Miscellaneous Retail	Department Stores	Auto Sales - New	Department Stores	Miscellaneous Retail	Restaurants	Department Stores	Restaurants
% of Total / % Change	10.2 / 12.8	9.1 / 4.3	8.5 / 9.7	10.3 / -3.0	8.0 / -8.1	10.5 / 2.4	9.3 / 5.0	8.1 / 3.0	11.1 / -6.6

Information regarding sales tax comparison by city and change in economic segments (two highest gains and two highest declines) for 4Q 2022 to 4Q 2021 is attached.

Staff will monitor sales tax receipts and other available economic data to determine the need for any adjustments to the revenue projections. Staff will utilize the forecast scenarios with the complete report and receipt trends in assessing such projections.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

Attachments:
1) Sales Tax Digest Summary 4Q 2022
2) Sales Tax Performance Analysis by Quarter 4Q 2022
3) Quarterly Sales Tax Comparison by City for 4Q 2022 to 4Q 2021

Riverside County Transportation Commission
Sales Tax Digest Summary

ATTACHMENT 1

Collections through February 2023
Sales through December 2022 (2022Q4)

CALIFORNIA'S ECONOMIC OUTLOOK

California sales tax receipts increased by 3.1% over the same quarter from the previous year, with Northern California reporting a 3.2% increase compared to a 3.0% increase for Southern California. Receipts for the RCTC increased by 3.4% over the same periods.

Real Gross Domestic Product (GDP) increased at an annual rate of 2.7% in the fourth quarter of 2022. U.S. inflation decelerated slightly to 7.1% in November of 2022, while California's headline inflation was 5.9% year over year as of November of 2022. California's headline inflation improved 160 basis points from last quarter's annual inflation rate of 7.5%. (DIR, BEA, BLS, December Finance Bulletin)

The U.S. unemployment rate remained unchanged at 3.7% from October 2022 to November of 2022. California's unemployment rate increased slightly to 4.1% in November of 2022, 0.1 percentage point higher than October of 2022 rate of 4.0%. (BLS, December Finance Bulletin)

U.S. personal income increased by 5.6% for the fourth quarter of 2022, compared to same quarter previous year. Personal consumption and expenditures increased by 7.5%, resulting in a 43.5% decrease in US personal savings for the fourth quarter of 2022, compared to same quarter previous year. (BEA)

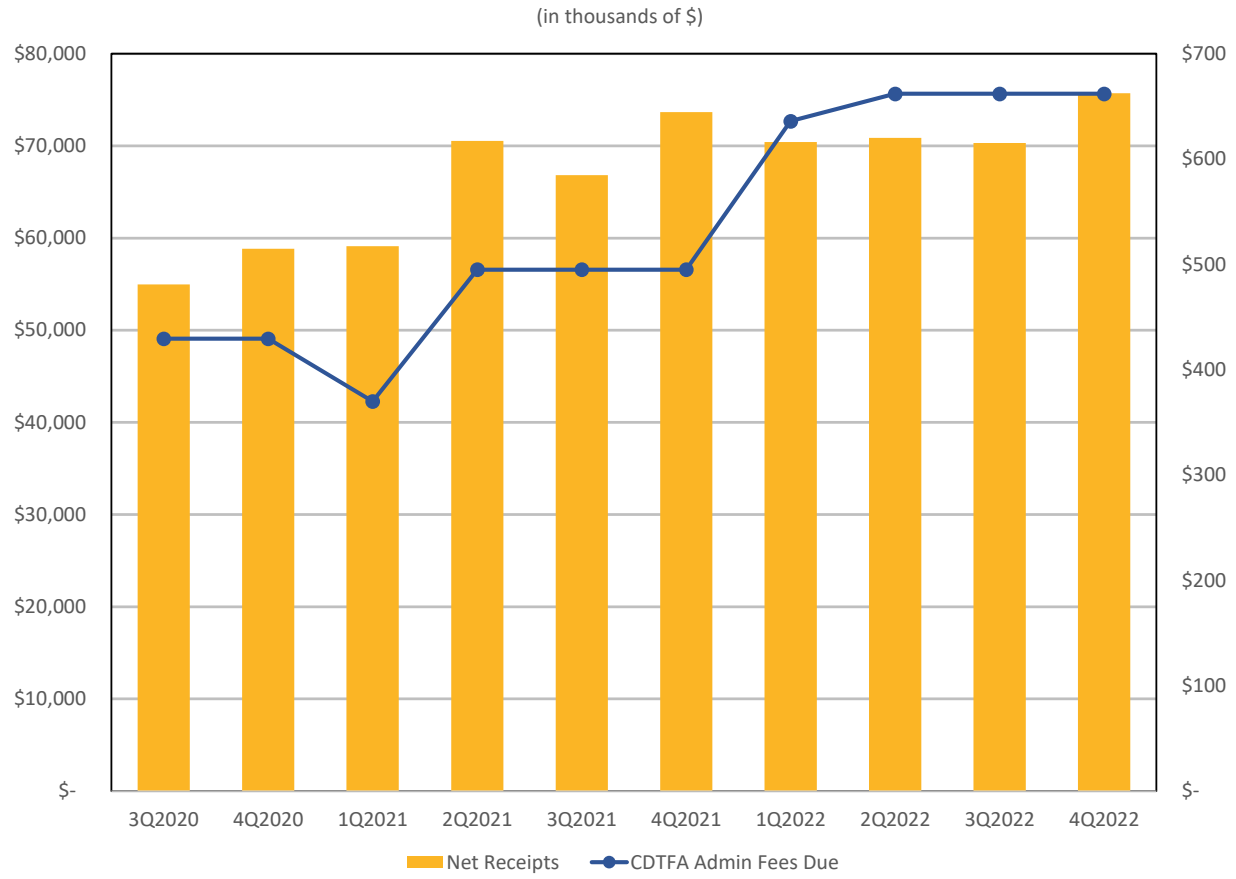
LOCAL RESULTS

Net Cash Receipts Analysis	
Local Collections	$76,366,518
Less: Cost of Administration	$(661,620)
Net 4Q2022 Receipts	$75,704,898
Net 4Q2021 Receipts	$73,185,544
Actual Percentage Change	3.4%

Business Activity Performance Analysis	
Local Collections – Economic Basis 4Q2022	$75,816,556
Local Collections – Economic Basis 4Q2021	$72,413,556
Quarter over Quarter Change	$3,402,990
Quarter over Quarter Percentage Change	4.7%

Avenu Insights & Analytics' On-Going Audit Results	
Total Recovered Since Inception	$16,177,301

HISTORICAL CASH COLLECTIONS ANALYSIS BY QUARTER



TOP 25 SALES/USE TAX CONTRIBUTORS

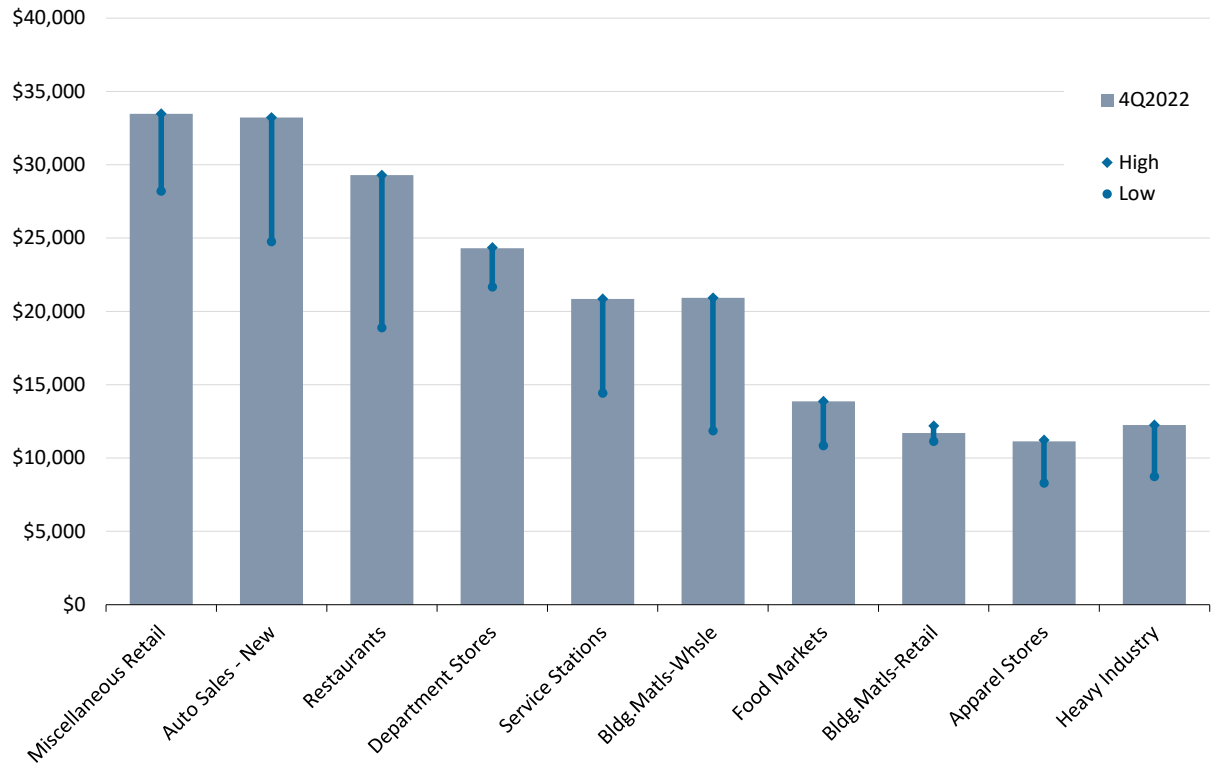
The following list identifies RCTC's Top 25 Sales/Use Tax contributors. The list is in alphabetical order and represents sales from January 2022 to December of 2022. The Top 25 Sales/Use Tax contributors generate 26.7% of RCTC's total sales and use tax revenue.

7-ELEVEN FOOD STORES
AMAZON.COM – EC
AMAZON.COM SERVICES – EC
ARCO AM/PM MINI MARTS
BEST BUY STORES
CARMAX AUTO SUPERSTORES
CED LIGHTING SOLUTIONS
CHEVRON SERVICE STATIONS
CIRCLE K FOOD STORES
COSTCO WHOLESALE
DEPARTMENT OF MOTOR VEHICLES
HOME DEPOT
LOWE'S HOME CENTERS
MCDONALD'S RESTAURANTS
PILOT TRAVEL CENTER
RALPH'S GROCERY COMPANY
ROSS STORES
SAM'S CLUB
SHELL SERVICE STATIONS
STATER BROS MARKETS
TARGET STORES
TESLA
UNION 76 SERVICE STATIONS
VERIZON WIRELESS
WAL MART STORES

* "- EC" added to the end of business names represent electronic commerce.

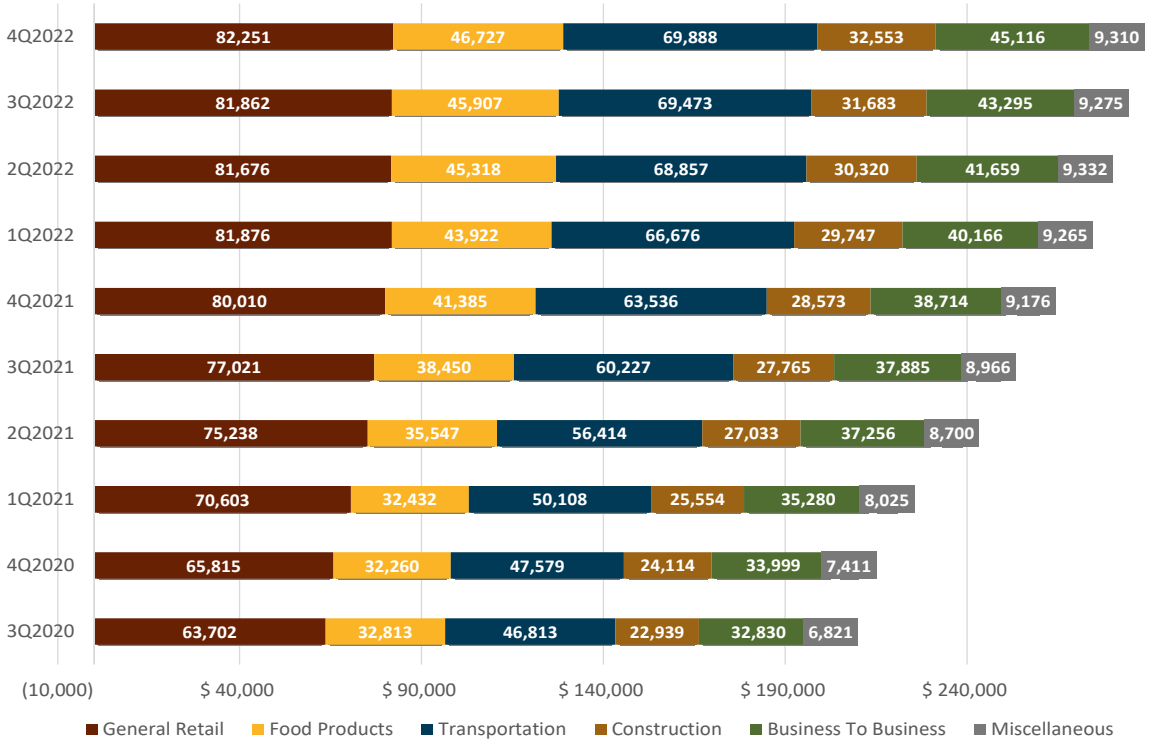
HISTORICAL SALES TAX AMOUNTS

The following chart shows the sales tax level from annual sales through December of 2022, the highs, and the lows for the top ten segments over the last two years in thousands of $.

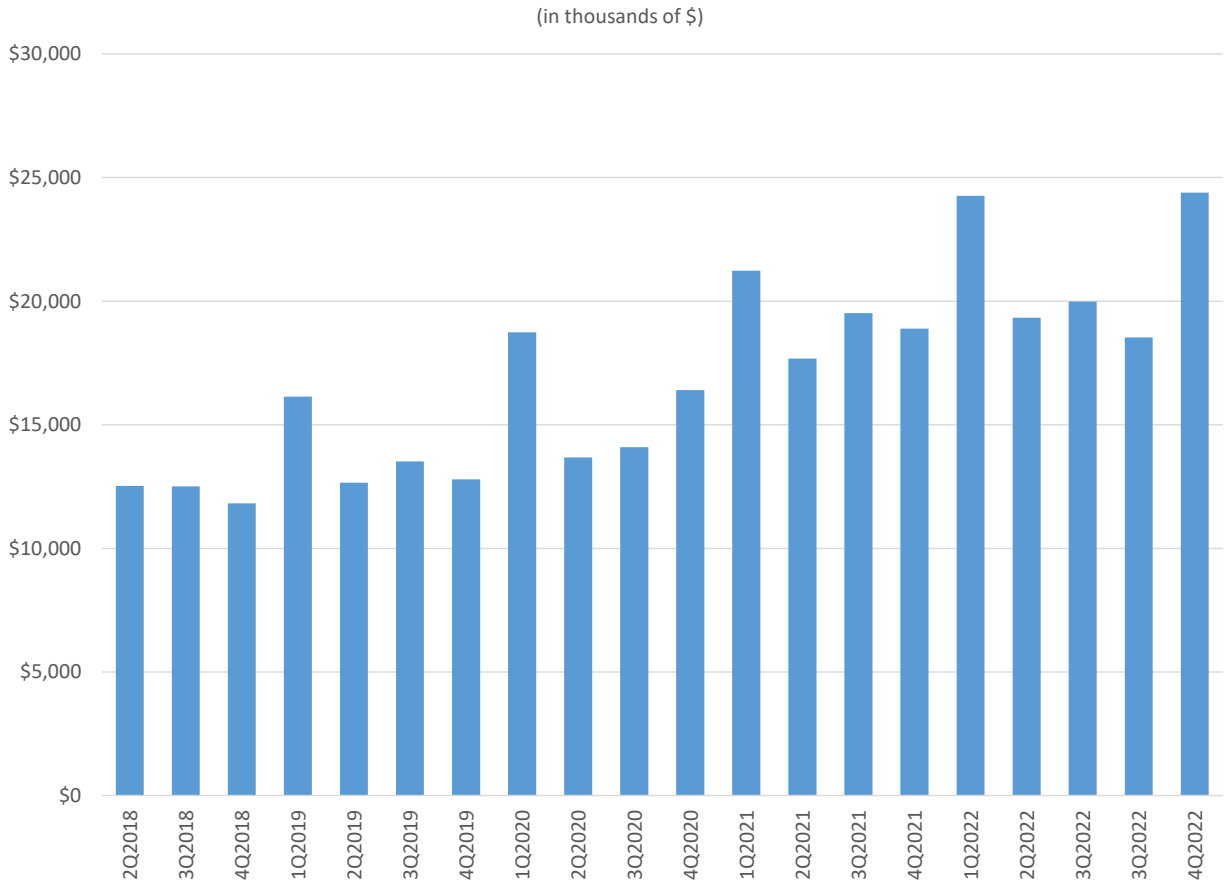


ANNUAL SALES TAX BY BUSINESS CATEGORY

(in thousands of $)



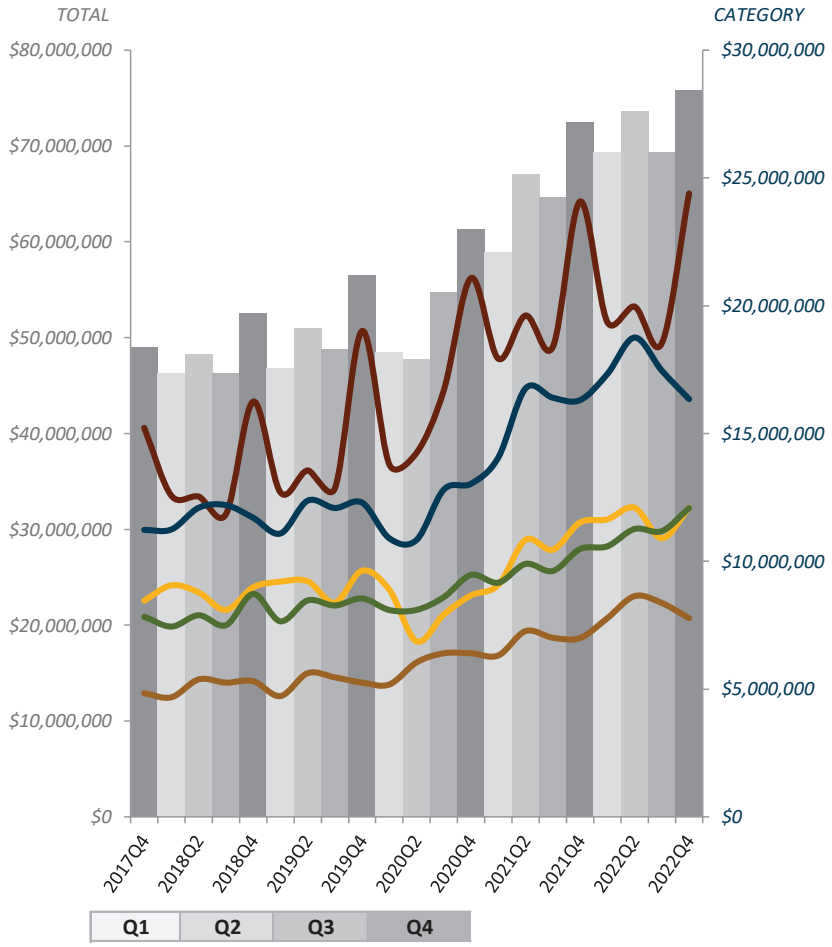
FIVE-YEAR ECONOMIC TREND: General Retail



RCTC: Sales Tax Performance Analysis by Quarter

TOTAL

Confidential **Economic**



TOTAL

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$75,816,556	4.7%	$3,402,990	9.5%	$25,091,141

GENERAL RETAIL

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$24,394,128	1.3%	$315,671	2.8%	$2,241,728
% of 2022Q4 Total:		32.2%		

FOOD PRODUCTS

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$12,088,791	4.9%	$567,989	11.5%	$4,836,905
% of Total:	15.9%			

TRANSPORTATION

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$16,346,211	0.2%	$38,780	10.0%	$6,351,998
% of Total:	21.6%			

CONSTRUCTION

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$7,774,174	11.1%	$777,661	18.0%	$4,960,866
% of Total:	10.3%			

BUSINESS TO BUSINESS

2022Q4	QoQ %Δ	QoQ $Δ	YoY %Δ	YoY $Δ
$12,081,723	15.3%	$1,601,476	15.2%	$5,954,427
% of Total:	15.9%			

QoQ = 22Q4 / 21Q4 *YoY = YE 22Q4 / YE 21Q4*

RCTC: Quarterly Comparison of 2021Q4 and 2022Q4 (October through December Sales)

	General Retail	Food Products	Transportation	Construction	Business To Bus	Miscellaneous	Oct - Dec 2022 (2022Q4)	Oct - Dec 2021 (2021Q4)	% Chg	Gain	Gain	Decline	Decline
RIVERSIDE COUNTY													
BANNING	9.6%	5.0%	-10.6%	35.3%	26.8%	-54.8%	**793,379**	801,729	**-1.0%**	Miscellaneous Retail	Heavy Industry	Misc. Vehicle Sales	Auto Sales - New
BEAUMONT	3.1%	-0.2%	11.7%	-0.9%	-32.1%	-56.4%	**6,704,137**	6,527,140	**2.7%**	Miscellaneous Retail	Service Stations	Light Industry	Furniture/Appliance
BLYTHE	-3.1%	10.4%	5.3%	9.6%	18.2%	-24.3%	**439,342**	411,416	**6.8%**	Restaurants	Auto Sales - New	Service Stations	Miscellaneous Retail
CALIMESA	10.2%	15.0%	36.6%	12.2%	76.3%	-85.1%	**375,246**	298,173	**25.8%**	Service Stations	Restaurants	Office Equipment	Miscellaneous Other
CANYON LAKE	15.1%	-5.9%	8.0%	-91.4%	-24.2%	-55.4%	**76,600**	78,165	**-2.0%**	Miscellaneous Retail	Service Stations	Restaurants	Bldg.Matls-Whsle
CATHEDRAL CITY	-3.7%	3.2%	1.4%	2.0%	24.7%	1.8%	**3,025,651**	2,937,754	**3.0%**	Auto Sales - New	Energy Sales	Misc. Vehicle Sales	Service Stations
COACHELLA	10.7%	6.6%	2.3%	35.6%	-25.9%	-35.1%	**1,110,274**	1,083,038	**2.5%**	Restaurants	Florist/Nursery	Energy Sales	Miscellaneous Retail
CORONA	41.9%	4.7%	10.6%	16.1%	32.3%	5.6%	**13,180,612**	10,865,088	**21.3%**	Miscellaneous Retail	Bldg.Matls-Whsle	Furniture/Appliance	Heavy Industry
COUNTY OF RIVERSIDE	-10.5%	2.5%	2.2%	7.2%	17.9%	8.9%	**11,572,913**	11,472,965	**0.9%**	Heavy Industry	Leasing	Department Stores	Misc. Vehicle Sales
DESERT HOT SPRINGS	-29.3%	4.6%	6.8%	-9.8%	-3.2%	15.3%	**516,470**	537,847	**-4.0%**	Service Stations	Food Markets	Miscellaneous Retail	Bldg.Matls-Whsle
EASTVALE	8.1%	6.4%	21.2%	6.7%	26.0%	4.5%	**11,256,853**	10,388,663	**8.4%**	Miscellaneous Retail	Department Stores	Furniture/Appliance	Business Services
HEMET	-3.5%	6.0%	-1.2%	0.7%	-6.2%	18.0%	**3,605,316**	3,620,912	**-0.4%**	Restaurants	Service Stations	Auto Sales - New	Department Stores
INDIAN WELLS	-6.5%	6.8%	0.0%	-41.0%	486.2%	5648.9%	**459,902**	357,011	**28.8%**	Miscellaneous Other	Restaurants	Miscellaneous Retail	Recreation Products
INDIO	-3.1%	11.2%	6.1%	11.1%	7.3%	20.8%	**3,704,858**	3,494,470	**6.0%**	Bldg.Matls-Whsle	Food Markets	Furniture/Appliance	Leasing
JURUPA VALLEY	-3.7%	-0.9%	-28.6%	2.0%	33.9%	-14.3%	**5,196,474**	5,335,582	**-2.6%**	Light Industry	Service Stations	Auto Parts/Repair	Department Stores
LA QUINTA	0.3%	6.3%	-5.3%	1.6%	16.5%	-0.1%	**3,066,213**	3,009,276	**1.9%**	Department Stores	Restaurants	Miscellaneous Retail	Furniture/Appliance
LAKE ELSINORE	-7.9%	6.7%	-8.8%	2.1%	47.8%	-4.3%	**3,474,141**	3,477,805	**-0.1%**	Heavy Industry	Restaurants	Auto Sales - New	Drug Stores
MENIFEE	5.6%	-2.7%	10.3%	-16.1%	10.2%	26.8%	**2,639,239**	2,585,050	**2.1%**	Service Stations	Restaurants	Food Markets	Bldg.Matls-Retail
MORENO VALLEY	1.6%	-0.1%	3.9%	6.5%	27.5%	-1.4%	**8,866,778**	8,539,029	**3.8%**	Heavy Industry	Service Stations	Food Markets	Apparel Stores
MURRIETA	36.3%	1.6%	-7.6%	4.9%	-10.9%	-25.0%	**6,060,548**	5,560,224	**9.0%**	Department Stores	Bldg.Matls-Whsle	Auto Sales - Used	Recreation Products
NORCO	-1.0%	-3.7%	-4.0%	33.7%	-5.6%	3.7%	**2,343,293**	2,368,406	**-1.1%**	Auto Sales - New	Bldg.Matls-Whsle	Auto Sales - Used	Restaurants
PALM DESERT	-0.3%	5.2%	-24.6%	6.7%	-7.6%	30.9%	**6,315,881**	6,359,077	**-0.7%**	Restaurants	Department Stores	Auto Sales - Used	Miscellaneous Retail
PALM SPRINGS	-2.4%	6.0%	14.4%	7.0%	-2.9%	-41.7%	**4,728,167**	4,537,913	**4.2%**	Auto Sales - New	Restaurants	Leasing	Drug Stores
PERRIS	15.9%	-6.5%	0.5%	-4.9%	68.9%	-33.7%	**6,243,772**	5,710,259	**9.3%**	Miscellaneous Retail	Business Services	Food Markets	Bldg.Matls-Whsle
RANCHO MIRAGE	-5.7%	11.7%	17.9%	3.3%	0.3%	5.1%	**1,746,251**	1,639,550	**6.5%**	Auto Sales - New	Restaurants	Miscellaneous Retail	Leasing
RIVERSIDE	6.1%	0.3%	3.3%	18.3%	-3.1%	-18.8%	**19,740,406**	18,978,798	**4.0%**	Bldg.Matls-Whsle	Department Stores	Auto Sales - Used	Leasing
SAN JACINTO	-2.3%	27.0%	4.6%	-0.9%	-24.3%	-27.2%	**1,066,961**	991,904	**7.6%**	Food Markets	Service Stations	Miscellaneous Retail	Heavy Industry
TEMECULA	-1.5%	0.0%	5.5%	5.9%	3.5%	-17.5%	**11,209,714**	10,993,019	**2.0%**	Auto Sales - New	Light Industry	Department Stores	Food Markets
WILDOMAR	28.0%	0.1%	2.1%	33.5%	11.4%	-12.6%	**663,020**	615,906	**7.6%**	Drug Stores	Bldg.Matls-Whsle	Food Markets	Furniture/Appliance

AGENDA ITEM 7F

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Megan Kavand, Senior Financial Analyst Sergio Vidal, Chief Financial Officer
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Monthly Investment Report

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Monthly Investment Report for the month ended April 30, 2023.

BACKGROUND INFORMATION:

The Commission's investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project or 91 CIP) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management (Payden & Rygel) to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. The Commission continues to expend the 2017 Financing bond proceeds on the I-15 ELP and funded required reserve accounts.

The monthly investment report for April 2023, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2017 Financing, 2021 Financing and available operating cash. As of April 30, 2023, the Commission's cash and investments were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS [1]
Operating	$ 809,709,338
Trust	281,714,262
Commission-managed	205,239,203
STAMP for 91 CIP	57,757,768
STAMP for 2017 Financing	31,099,929
Total	**$ 1,385,520,500**
Note: [1] Unreconciled and unaudited	

As of April 30, 2023, the Commission's cash and investments are in compliance with both the Commission's investment policy adopted on December 14, 2022, and permitted investments described in the indenture for the Commission's sales tax revenue bonds and the master indentures for the Commission's toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

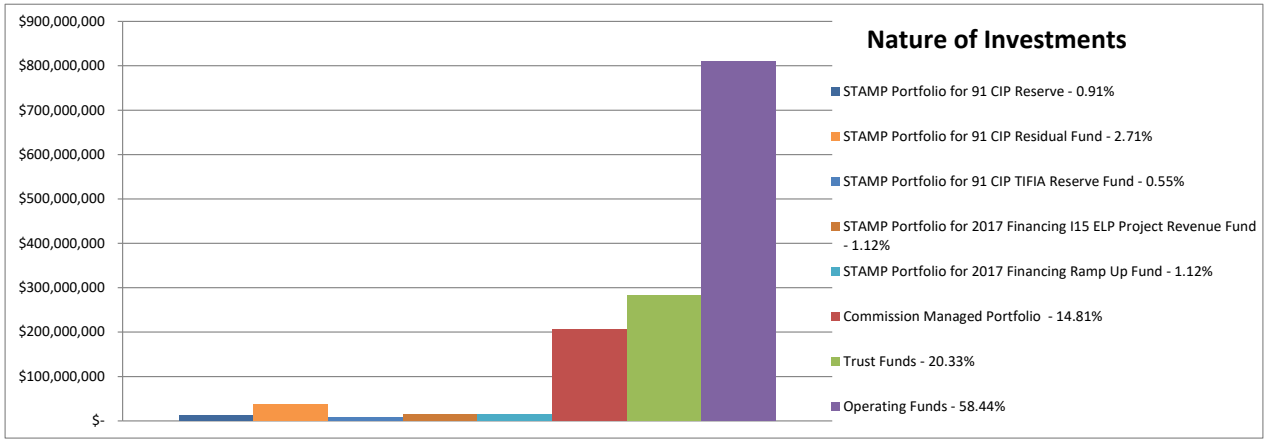
This is an information item. There is no fiscal impact.

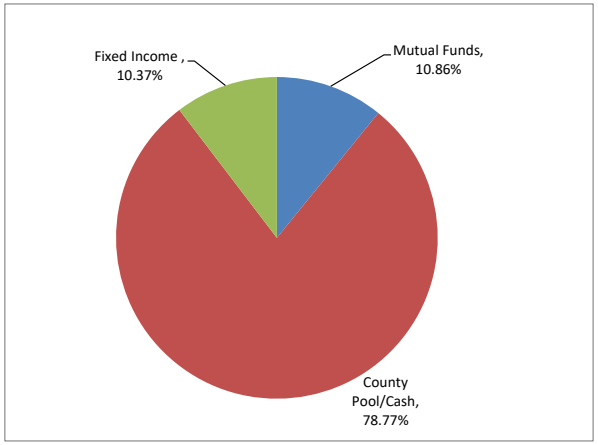
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: April 30, 2023

	STATEMENT BALANCE [1]	FINANCIAL INSTUTION	STATEMENTS	RATING MOODYS / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	9,419,961	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	800,289,377	County Treasurer	Available upon request					Available upon request				
Subtotal Operating Funds	809,709,338											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	281,714,262	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	281,714,262											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	54,771,555	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	150,467,648	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	205,239,203											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,600,456	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	37,562,238	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,595,074	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	57,757,768											
STAMP PORTFOLIO for 2017 Financing												
Sales Tax I15 ELP Project Revenue Fund	15,570,407	US Bank	Available upon request					Available upon request				
Ramp Up Fund	15,529,522	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 2017 Financing	31,099,929											
TOTAL All Cash and Investments	**$ 1,385,520,500**											

Notes:
[1] Unreconciled and unaudited





AGENDA ITEM 7G

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Fiscal Year 2023/24 Annual Local Transportation Fund Planning Allocations to Western Riverside Council of Governments and Coachella Valley Association of Governments

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of $1,278,750 for Western Riverside Council of Governments (WRCOG) and $697,500 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2023/24 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

BACKGROUND INFORMATION:

The LTF established in state law by the Transportation Development Act (TDA) is funded through a quarter of one cent of the state's 7.25 percent sales tax (based on point of sale and returned to source). LTF funds are used to fund transportation planning, operations, and capital projects. The action requested at this time is specifically to allocate the planning funds to the two councils of governments, WRCOG and CVAG. Other LTF allocations, such as those for transit and rail operations and capital projects are typically considered by the Commission in June of each year. Bicycle and pedestrian facilities are also funded by LTF and are part of the biennial SB 821 Call for Projects.

The LTF funding is distributed by the California Department of Tax and Fee Administration to counties on a pro rata basis, pursuant to Section 99233.2 of the TDA, providing up to 3 percent of annual revenues to fund transportation planning and programming efforts. The Commission, as the regional transportation planning agency, is legally responsible for apportioning the LTF funds. Based on the projected FY 2023/24 revenues of $155 million, 3 percent of the projected revenue, or $4.6 million, is for planning and programming. By statute, the TDA also requires one half of these LTF funds, or $2.3 million, be allocated for planning activities within the Western

Riverside County and the Coachella Valley areas, as determined by the Commission. The distribution formula, as confirmed by the Commission in October 2014, is as follows:

Planning Agency	Percentage	Apportionment/Allocation
RCTC	15	$348,750
CVAG	30	697,500
WRCOG	55	1,278,750
Total	**100**	**$2,325,000**

WRCOG and CVAG submitted their respective FY 2023/24 Work Plans in accordance with existing guidelines.

WRCOG's Work Plan is divided into two program areas and includes the following activities:

1) Planning Programs – including, but not limited, to:
   - Vehicle Miles Traveled Mitigation Assistance
   - Riverside County Transportation Analysis Model Maintenance and Updates
   - 2024 Southern California Association of Governments (SCAG) Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Support
   - Geographic Information System/Modeling Services
   - Grant Writing Assistance Program
   - Research on travel and technology on the transportation system
   - Analysis of Residential Trip Generation
   - Transportation-related climate hazards and climate adaptation analyses and planning for the WRCOG subregion
   - Smart Cities and Alternative Fuel Vehicle Development and Air Quality Activities

2) Regional Transportation Programs
   - Transportation Uniform Mitigation Fee (TUMF) Program
   - Riverside County Transportation Commission Programs

CVAG's Work Plan consists of nine program areas:

1) Project Management and Contract Administration;
2) Regional Coordination of Programs;
3) CV Link;
4) CV Sync;
5) Arts and Music Line;
6) Planning for Future Transportation Needs;
7) TUMF Program Implementation;
8) Congestion Management/Air Quality Programs; and
9) Seeking Funding.

Staff reviewed the Work Plans and found them to be consistent with the Commission's overall transportation programming and planning objectives and recommends approval. In addition to the program areas and activites, the Work Plans also benefit the respective geographic regions and are consistent with subregional and regional plans, including SCAG's RTP/SCS. WRCOG and CVAG, in conjunction with SCAG, are responsible for subregional planning efforts that implement and are in conformance with the RTP/SCS.

The allocation of planning for RCTC in the amount of $348,750 has been included in the upcoming fiscal year 2023/24 budget. Planning allocaton distributions totaling $1,976,250 will be made to the referenced planning agencies for a total of $2,325,000.

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2023/24	Amount:	$2,325,000	
Source of Funds:	LTF			Budget Adjustment:		No
GL/Project Accounting No.:	106 65 86205					
Fiscal Procedures Approved:				Date:	05/11/2023	

Attachments:
1) WRCOG FY 2023/24 LTF Program Objectives/Work Plan
2) CVAG FY 2023/24 LTF Program Objectives/Work Plan

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor: 10 Abstain: 0 No: 0

Western Riverside Council of Governments (WRCOG)

Fiscal Year 2023/2024
Local Transportation Funds Program Objectives

The Work Plan for FY 2023/2024 is divided into two Program areas: 1) Planning Programs and 2) Regional Transportation Programs.

1. Planning Programs

Local Jurisdictions within WRCOG subregion
Southern California Association of Governments (SCAG)
California Air Resources Board
South Coast Air Quality Management District (SCAQMD)
California Association of Councils of Governments (CALCOG)

Planning:

This program includes staff time to develop and work on 12 main projects/program areas. These are listed below and include a brief description.

A. Continue to assist jurisdictions with Vehicle Miles Traveled (VMT) Mitigation

WRCOG conducted a SB 743 Implementation Study that assisted stakeholders' transition from utilizing level of service methodology for mitigation impacts to vehicle miles traveled. WRCOG will continue to assist jurisdictions, upon request, as VMT implementation progresses in identifying the necessary steps to implement SB 743 and as jurisdictions begin to receive questions from stakeholders and work through the approval process for a development project with VMT as the transportation analysis metric. The majority of time spent on this project area will be focused on the development of a potential regional VMT Mitigation Program. This Program will conduct due diligence at the feasibility of a regional Mitigation Program to provide options for local jurisdictions to mitigate VMT impacts as a result of project development. This due diligence will include development of a potential framework of the Program and Program structure, administration and operations. This due diligence will be shared at working group meetings that consist of RCTC, RTA and local jurisdictions. These meetings are utilized to gather input and discuss options for the potential Program. Participation in a potential Program will be on a voluntary basis.

B. Maintain and update the Riverside County Transportation Analysis Model (RIVCOM)

RIVCOM is the transportation analysis model completed in June 2021 that provides socio-economic forecasts to reflect SCAG's adopted growth forecasts, updated roadway network and utilizes data from SCAG's most recent Regional

Travel Model to ensure consistency. This model is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses. WRCOG will ensure that the model is disseminated to the appropriate parties in a timely fashion. Updates to the model will also be conducted based on new data becoming available and feedback from the users to ensure the model accurately reflects existing and future conditions.

C. Support local jurisdictions on 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Staff will continue to provide support to local jurisdictions as the SCAG 2024 RTP/SCS is developed. This will include support to local jurisdictions on socio-economic data (SED) forecasts on an as-needed basis to incorporate into the RTP/SCS. WRCOG will take a more active role with the development of the SED, as it is a vital component for the RIVCOM, which is heavily utilized by all jurisdictions in Western Riverside County. This active role will include acting as the point-of-contact to schedule meetings with each member agency and its staff to review the SED. WRCOG will also provide resources to the local jurisdictions with assistance in reviewing the preliminary growth forecasts to ensure the forecasts reflect the growth patterns of each local jurisdiction.

The assistance provided will ensure input from the WRCOG subregion is included in the long-range vision plan that aims to balance future mobility and housing needs with economic, environmental and public health goals. The RTP/SCS is vital for the subregion as it allows Riverside County Transportation Commission (RCTC) and its jurisdictions to qualify for federal funding towards transportation projects. The RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state greenhouse gas emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry and utilize resources more efficiently.

D. GIS/Modeling Services

WRCOG will provide GIS and transportation modeling services to member agencies of WRCOG. This service is meant to provide GIS/modeling capabilities and products to WRCOG member agencies on an as-needed basis, to enhance GIS/Transportation modeling at agencies currently managing their own systems, and to provide quick, inexpensive services to members without need for additional staff, consultants, software licensing, hardware needs. Possible services include General Plan amendments, traffic volume maps, traffic model scenarios for new development, project mapping, demographics, service area analysis, SB 743 implementation and assistance, an affordable housing pipeline tool and a GIS tool for opportunity sites.

E. Grant Writing Assistance Program

WRCOG established the Grant Writing Assistance Program to assist WRCOG member agencies in grant writing assistance on an as-needed basis. The

primary focus of this Program will be two-fold. First, WRCOG will prepare a bi-weekly summary of potential grant opportunities that are distributed to WRCOG member agencies and made available upon request. Second, WRCOG will provide technical assistance to WRCOG member agencies with the development of grant applications. WRCOG will limit the technical assistance to transportation and planning grant applications, such as the Active Transportation Program, Caltrans Sustainable Transportation Planning Grant Program and the SCAG Sustainable Communities Program.

F. Research on travel and technology and the impact on the transportation system

WRCOG will continue to conduct research on-behalf of jurisdictions in Western Riverside County, as requested, to help prepare and provide information on the various challenges faced in the subregion. Changes in demographics will have an effect on travel conditions. WRCOG will continue to conduct research on travel behavior, especially as it relates to the changing economy, travel pattern and automation in order to highlight potential challenges the subregion may face and the opportunities jurisdictions should strategically be in position to leverage. WRCOG will continue to work to ensure this information is disseminated to jurisdictions and stakeholders through its Committee structure and is presented at forums, conferences, and panels where suitable.

G. Assembly Bill 602 Implementation – Analysis of Residential Trip Generation

AB 602 requires a local agency that conducts an impact fee nexus study to either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage should not be used to calculate the fees. The TUMF Program currently charges fees on a per unit basis. WRCOG will complete its analysis on the relationship between development impact fees, travel behavior and residential unit size to analyze whether charging fees on a unit size basis, compared to per unit, will cause an effect on all residential uses. WRCOG is proposing to assess the differing factors of the residential TUMF Program fee structure. The TUMF Program and fee structure is based on vehicular trip generation, so the study must assess vehicle trip generation. However, the study will also look at other potential factors that may affect travel behavior from residential land uses, such as price, demographic factors, location.

H. Research, agenda preparation, and staffing for WRCOG Planning Directors Committee

The research, agenda preparation, and staffing for the WRCOG Planning Directors Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to planning-related matters on a monthly basis.

I. Research, agenda preparation, and staffing for WRCOG Public Works Committee

The research, agenda preparation, and staffing for the WRCOG Public Works Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to public works or engineering-related matters on a monthly basis.

J. Outreach for WRCOG Programs and activities and engagement with WRCOG members, partner agencies, and stakeholders

Outreach for WRCOG Programs and activities and partner agencies will include assisting local jurisdictions and education institutions on the various WRCOG Programs and subregional challenges faced. Housing challenges the subregion faces are topics discussed at the various WRCOG Committees so staff will focus on topics and issues related to housing. This focus will include conducting outreach to the subregion's legislatures and their staff to provide updates on the housing challenges that local jurisdictions and agencies are facing. Outreach will continue for the WRCOG Public Service Fellowship, which encourages students to seek careers in public policy and local government by gaining meaningful, hands-on experience at WRCOG member agencies. In addition, staff will continue to promote and attend member jurisdiction/agency events throughout the year. WRCOG will continue to participate in meetings and working groups with SCAG and coordinate with SCAG on a regular basis. WRCOG will continue to act as a liaison for the subregion and to disseminate relevant information at the appropriate times to local jurisdictions.

K. Assistance to local jurisdictions on climate-related hazards and climate adaptation analyses and planning for the WRCOG subregion.

Continue overseeing studies and planning efforts to identify effects of climate change to the subregion and opportunities to mitigate these effects, particularly as it relates to transportation infrastructure. Grant funding to support climate-related activities is increasing and will become even more prominent as it is more of a focus for state and federal agencies; WRCOG will continue to assist local jurisdictions in attaining grant funding for these activities. Past WRCOG efforts, such as the risk assessments performed on a sample of vulnerable transportation assets in the subregion or identifying the needs of disadvantaged or vulnerable communities can be leveraged to attain the climate adaptation planning and implementation grant funding. The goal is to assist jurisdictions better plan for project prioritization and investment on the transportation system. Staff will also continue to participate in the Inland Southern California Climate Collaborative (ISC3). ISC3 is a diverse, cross-sectoral network of agencies, organizations, companies, and institutions working together to advance equitable solutions to create a resilient and thriving Inland Southern California in the face of climate related events.

L. Smart Cities and Alternative Fuel Vehicle Development, and Air Quality:

Activities include:

a) Support the Western Riverside County Clean Cities Program that WRCOG has developed to assist jurisdictions in the purchase of alternative fuel vehicles and the development of the supporting infrastructure. Grant funding for alternative fuel vehicles and the development of infrastructure needed to support these vehicles is increasing and is becoming more of a focus for state and federal agencies. The goal is to ensure local jurisdictions are adequately supported to submit applications in order for the subregion to provide the necessary infrastructure for alternative fuel vehicles.

b) Continued staff participation in SCAQMD activities, rule-making, funding opportunities, and the SCAQMD Air Quality Management Plan Advisory Group that will review and make recommendations regarding the development of future Air Quality Management Plans (AQMP).

2. Regional Transportation Programs

RCTC
Riverside Transit Agency
Caltrans
SCAG
CALCOG

This program includes staff time to develop and work on two main projects/program areas. These are listed below and include a brief description.

Transportation Uniform Mitigation Fee (TUMF) Program:

This Program includes staff time to administer the TUMF Program, which includes but is not limited to the following:

A. Program contract/agreement administration:

Review, coordinate, and finalize Reimbursement Agreements with member agencies for funding allocations based on five-year Zone Transportation Improvement Program (TIP).

B. Complete the TUMF Nexus Study

California Assembly Bill 1600 requires that all local agencies in California establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required. In accordance with this requirement, WRCOG plans to complete the analysis with the TUMF Program to ensure the adequacy of the developer impact fees and the projects included in the TUMF Network.

C. Public outreach/information:

Prepare the TUMF Annual Report detailing collections for fiscal year and projects being funded with collections. Develop Press Releases for the TUMF Program highlighting major milestones, groundbreakings, ribbon cuttings. Filming of groundbreakings and ribbon cuttings for TUMF funded projects. Develop and purchase of signage for TUMF funded projects.

D. TUMF Zone Transportation Improvement Program (TIP):

Preparation and approval of five-year Zone TIPs with programmed funding for delivery of TUMF projects. Convene meetings of the Zone at the request of member agencies for funding additions and adjustments. Review funding requests to ensure that allocations are within limits of the Nexus Study.

E. Preparation of annual adjustment for construction costs:

Per the TUMF Administrative Plan, annual review of the construction cost index adjustment to the TUMF for consideration by the WRCOG Executive Committee. Preparation of the adjustment to the TUMF Network and develop documents for review by the WRCOG Committee structure. If approved by the WRCOG Executive Committee, prepare TUMF Ordinance/Resolution for member agency approval and assist local jurisdictions and stakeholders with fee adjustment implementation.

F. Maintain TUMF payment portal:

WRCOG collects TUMF on behalf of agencies that have approved a TUMF Ordinance Amendment with the option to delegate fee collection responsibility to WRCOG. To provide efficient and effective calculation and collection of TUMF, WRCOG developed a portal for member agency staff to submit calculation requests and for developers to make payments that will require maintenance and revisions.

G. Work with developers on credit and reimbursement agreements:

Coordinate with member agencies Credit Agreements with developers to ensure all policies and procedures are in place prior to execution of agreements. If necessary, convene meetings with applicable stakeholders to memorialize eligible expenses, maximum allocations of the Nexus Study and reconciliation of projects costs.

H. Review available data for requests made by stakeholders regarding TUMF calculations:

At the request of a stakeholder, review available data specific to land uses that may generate trips that do not typically fall within the standard TUMF land uses.

RCTC Programs:

This Program includes staff time to administer and assist RCTC as it relates to transportation planning and air quality programs, which includes but is not limited to the following:

a) Participation in TUMF Program tasks as needed to assist RCTC in the implementation of the Regional TUMF Program.

b) Participate in evaluation committees as requested; outreach assistance with RCTC's Programs and goals, and other planning related tasks as determined in consultation with the RCTC Executive Director.

CVAG
TRANSPORTATION
FISCAL YEAR 2023/2024
WORK PLAN

Big Picture/ At A Glance

Improving the regional arterial network: Since 1989, CVAG has been responsible for regional transportation planning in the Coachella Valley, and plans for all people of all ages using many modes of transportation. CVAG works in cooperation with its member jurisdictions to develop and manage a progressive regional road program and congestion mitigation program, and some of its notable projects include the overhauling of six interchanges along the Interstate 10 Improvement Corridor. The priorities are regularly reviewed and encompassed in the Transportation Project Prioritization Study (TPPS) and the associated Regional Arterial Cost Estimate (RACE) and Active Transportation Plan (ATP). In recent months, CVAG has joined member jurisdictions in celebrating a number of project completions. In the upcoming fiscal year, CVAG's Transportation Department will continue to work with member jurisdictions to advance individual projects, including regional active transportation projects, as well as support efforts to secure outside funding for them in order to reduce the impact on regional and local resources.

Transportation Uniform Mitigation Fee (TUMF) program: The TUMF program began in fiscal year 1989/1990 as a way to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may choose not to collect TUMF, however, jurisdictions not collecting TUMF forfeit their share of local Measure A funds to the regional arterial program. CVAG saw steady increase in local Measure A funding received by CVAG's member jurisdictions until the Great Recession, which began in 2008 and resulted in significant downturns in revenues generated. TUMF, like all development impact fees, requires a nexus be demonstrated between the proposed development and the impacts to be mitigated. In TUMF's case, the assessment is based on the number of vehicle trips new development or site improvements may generate.

CV Link: CVAG has been working on CV Link for the past decade. The project is a major innovation in alternative transportation that will provide a safe route to walk, run, bike or use low-speed electric vehicles, such as golf carts. CV Link is expected to provide significant environmental, health, and economic benefits to generations of current and future residents and visitors. CV Link will ultimately span more than 40 miles across the Coachella Valley. To date, about ten miles of the project have been built in the cities of Cathedral City, Palm Desert and Palm Springs. When the current construction is complete, more than half of the project will be built. Construction will continue this year in the cities of Palm Springs, Palm Desert, La Quinta, Indio and Coachella as well as unincorporated Riverside County. This stage of construction includes bridges and undercrossings, which are a key safety feature that will allow the CV Link users to go under major roadways in order to avoid traditional vehicular traffic.

CV Sync: Synchronizing the traffic signals across the Coachella Valley has been a longstanding goal at CVAG. Design and engineering of CV Sync started in 2016, and the

work was later expanded to encompass upgrading all traffic controllers to the same standard. Construction of CV Sync's first phase – synchronizing signals on Highway 111, Washington Street and Ramon Road – was completed last fiscal year. The second phase, which includes another 21 corridors, is now under construction. CV Sync will have technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, which will be especially useful for the large events that draw hundreds of thousands of tourists to the Coachella Valley. This project will also deploy fiber-optic broadband technology throughout the Coachella Valley, which can help to unlock federal and state funding opportunities The project spans the Coachella Valley, but does not extend into the City of Rancho Mirage, which previously secured funding to do its own signal synchronization project.

Core Program Areas

The Work Plan for Fiscal Year 2023/24 is separated into the following core program areas:

1.) *PROJECT MANAGEMENT AND CONTRACT ADMINISTRATION*

The Transportation Department leads the implementation of the Transportation Project Prioritization Study (TPPS), Regional Arterial Cost Estimate (RACE) and Active Transportation Program (ATP). The department also provides updates to the Capital Improvement Program (CIP) and other transportation plans, in partnership with member jurisdictions. This role includes staff time to conduct project oversight (design, environmental, construction and close-out), preparation of reimbursement agreements for regional arterial, interchange and bridge projects, review and approval of project billings in accordance with project scope of work and participation in project development team meetings and associated staff reports. In recent years, the Transportation Department has conducted cash flow analysis for regional projects and provided recommendations on how to maximize opportunities at the state and federal levels.

2.) *REGIONAL COORDINATION OF PROGRAMS*

CVAG works closely with its partners – including the Riverside County Transportation Commission – to support the Riverside County Congestion Management Program, analyze traffic patterns through the traffic count program and advance regional transportation projects. Additionally, CVAG supports the RCTC Technical Advisory Committee; support efforts for County-wide SB 821 and Local Streets & Roads funding. CVAG also has helped advance the Coachella Valley Passenger Rail Service Development Plan. Coordination with RCTC will be further formalized in the coming months, when both agencies bring forth an updated memorandum of understanding to their respective governing bodies.

Additionally, staff time is used to support of the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP), support in implementation of the CVAG Transportation Project Prioritization Study (TPPS) and monitoring and examining impacts of implementing state policies. TPPS activities support the regional project construction program which includes staff time to develop an annual prioritized list of construction projects and required financial resources.

CVAG also provides support for the Southern California Association of Governments' programs, including providing input to the Federal and Regional

Transportation Improvement Plans (FTIP and RTIP) and assisting SCAG with transportation modeling refinements.

3.) *CV LINK*

The largest segment of this 40-plus mile active transportation corridor is now under construction. At the same time, resources are dedicated to conducting project oversight of services needed for future phases (environmental compliance, right-of-way and phased construction of later segments).

4.) *CV SYNC*

Phase II of the valley-wide signal synchronization project will be under construction this year, resulting in improved travel along an additional 21 corridors throughout the Coachella Valley. Staff time includes conducting project oversight of consultant services (environmental compliance, right-of-way and phased construction plans); review of project billings; participation in project development team meetings and preparation of associated reports.

5.) ARTS & MUSIC LINE

The Arts & Music Line is a 15-mile project that largely extends along Avenue 48 in the Cities of La Quinta, Indio and Coachella. The project provides safe routes to local schools and embraces the use of bold color schemes, innovative lighting and artwork to create not only a safe and inviting route but also a destination in and of itself. It includes two connections to CV Link – the valleywide multi-modal pathway now under construction – and a connection to the polo grounds, which is home to the world-renowned Coachella and Stagecoach art and music festivals.

6.) *PLANNING FOR FUTURE TRANSPORTATION NEEDS*

This area involves support to multiple programs with a focus on key project areas. These areas include staff time and project management to maintain and provide input for GIS Information Services, the countywide transportation demand model, the regional arterial traffic count program, and transportation legislation review and analysis. CVAG staff also provides regional land use information to CVAG jurisdictions, developers, SCAG and Caltrans. The countywide transportation model involves support for the RIVCOM transportation model for forecasting projected transportation system needs to the year 2039.

7.) *IMPLEMENTING THE TUMF PROGRAM*

CVAG continues to dedicate staff time in support of the TUMF program and TUMF/GIS Interface program. TUMF program activities include staff time to update the program, monitor the implementation of the TUMF program in member jurisdictions, to perform annual fiscal reviews of building permits and monthly TUMF collections, to research, analyze and prepare reports for TUMF appeals, to enter TUMF collections in the TUMF data base, to meet with developers on request to review potential TUMF assessments, and to perform special TUMF analysis on request. The TUMF/GIS Interface program requires support for continuing the development of integrating the TUMF collection process with electronic transmission of new development information for land use coverages as well as coordinating with RCTC on TUMF compliance.

8.) *CONGESTION MANAGEMENT/ AIR QUALITY PROGRAMS*

The Transportation Department provides support for air quality programs, including the regional street sweeping program. CVAG also helps address State Implementation Plan (SIP) conformance to regional projects.

9.) *FIGHTING FOR THE REGION'S FAIR SHARE OF FUNDING*
With costs escalating on projects, major sources of revenue for many of CVAG's traditional transportation projects are drying up. CVAG staff has recently provided committees with cash flow projections that show declines in Measure A sales tax revenue and TUMF revenues. State and federal resources are simply not keeping up with the demand. CVAG has been actively tracking the transportation infrastructure funds that are being debated at the state and federal levels, and have recently engaged lobbying firms in order to help secure the region's fair share of the funding.

Anticipated Milestones for FY 23/24

- Construct segments of CV Link in the Cities of Palm Springs, Palm Desert, La Quinta, Indio and Coachella, as well as prepare bid packages for the next stretches of the project.

- Start construction on the next segments of CV Link, including groundbreaking in the city of Coachella.

- Start the construction of CV Link segment 5, which will provide a 3.5 miles connection to current work and is awaiting Caltrans right of way certification.

- Manage construction on CV Sync Phase 2 and work with member jurisdictions' staffs to fully implement the technologies installed during Phase I.

- Begin process of updating the Transportation Project Prioritization Study (TPPS) to be in line with statewide trends and requirements, with anticipated completion in FY 2024/25.

- Complete planning and design of low-water crossings identified in the recent Flood and Blowsand Study, which identified more cost-effective alternatives to expensive bridges and overpasses in the western Coachella Valley.

- Work with member jurisdictions to identify funding for, and advance, regional roadway, bridge and interchange projects in order to improve travel and goods movement across the region.

AGENDA ITEM 7H

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans for the Local Streets and Roads Program

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the Fiscal Years 2023/24 – 2027/28 Measure A Five-Year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

BACKGROUND INFORMATION:

The 2009 Measure A provides local agencies with local funding for street maintenance and operations, street repairs, street improvements, and new infrastructure of their local streets and roads systems. As outlined in Ordinance No. 02-001, Measure A funds are allocated within three geographic areas: Western County, Coachella Valley, and Palo Verde Valley. LSR receives 29 percent of the Measure A distribution in Western County, 35 percent in Coachella Valley, and 100 percent in Palo Verde Valley.

In Western County and Palo Verde Valley, funds are distributed by a formula based on 75 percent of proportionate population from the State Department of Finance and 25 percent of Measure A sales tax revenues generated within each jurisdiction. In Coachella Valley, funds are distributed based on 50 percent of proportionate dwelling units and 50 percent of Measure A revenues within each jurisdiction.

Since the commencement of the 2009 Measure A, from July 2009 through February 2023, the cities in the three geographic areas and the county of Riverside have received over $743 million.

Measure A imposes the following requirements on local agencies to receive LSR funds:

- Participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) Program, as applicable;
- Participation in the Western Riverside County Regional Conservation Authority's Multiple Species Habitat Conservation Plan (MSHCP), as applicable;

- Annual submittal of a 5-Year CIP list of projects;
- Annual Maintenance of Effort certification; and
- Annual Project Status Report for the prior fiscal year CIP.

DISCUSSION:

On January 17, 2023, staff provided the local agencies with a Five-Year Measure A LSR revenue projection (Attachment 1) to assist in preparation of the required CIP. The required plans and supporting documentation have been received from all participating Measure A jurisdictions through the Commission's new programming database, RIVTrack. The plans have been reviewed by staff to ensure compliance with Measure A requirements and to confirm CIP Measure A LSR expenditures are consistent with the state's guidelines for gas tax expenditures. Eligibility determinations related to participation in the TUMF and MSHCP programs, as applicable, have preliminarily been verified despite a few outstanding items. Eligibility is expected to be fully verified by the time FY 2023/24 Measure A LSR disbursements begin in September 2023. Staff recommends approval of the participating jurisdiction FYs 2023/24 – 2027/28 Measure A Five-Year CIPs (Attachment 2).

FISCAL IMPACT:

The FY 2023/24 Measure A LSR disbursements to eligible local agencies with a Commission-approved CIP have been included in the proposed FY 2023/24 Budget.

Attachments:

1) Measure A Local Streets and Roads Program Allocation (Projection) FY 2023/24
2) Cities and County FYs 2023/24 – 2027/28 CIPs – (Click on the Link) https://www.rctc.org/wp-content/uploads/2023/05/6J.MM .A2.-Measure-A-FY24-28-CIPs.pdf

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor: 10 Abstain: 0 No: 0

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)
FY 2023/24 ORIGINAL (1/11/2023)

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY 2027/28
Western County					
Local Streets & Roads					
BANNING	$ 885,000	$ 903,000	$ 921,000	$ 939,000	$ 958,000
BEAUMONT	875,000	893,000	911,000	929,000	948,000
CALIMESA	318,000	324,000	330,000	337,000	344,000
CANYON LAKE	286,000	292,000	298,000	304,000	310,000
CORONA	5,611,000	5,723,000	5,837,000	5,954,000	6,073,000
EASTVALE	3,219,000	3,283,000	3,349,000	3,416,000	3,484,000
HEMET	2,791,000	2,847,000	2,904,000	2,962,000	3,021,000
JURUPA VALLEY	3,381,000	3,449,000	3,518,000	3,588,000	3,660,000
LAKE ELSINORE	2,293,000	2,339,000	2,386,000	2,434,000	2,483,000
MENIFEE	3,028,000	3,089,000	3,151,000	3,214,000	3,278,000
MORENO VALLEY	6,392,000	6,520,000	6,650,000	6,783,000	6,919,000
MURRIETA	3,615,000	3,687,000	3,761,000	3,836,000	3,913,000
NORCO	985,000	1,005,000	1,025,000	1,046,000	1,067,000
PERRIS	2,858,000	2,915,000	2,973,000	3,032,000	3,093,000
RIVERSIDE	10,776,000	10,992,000	11,212,000	11,436,000	11,665,000
SAN JACINTO	1,502,000	1,532,000	1,563,000	1,594,000	1,626,000
TEMECULA	4,354,000	4,441,000	4,530,000	4,621,000	4,713,000
WILDOMAR	1,005,000	1,025,000	1,046,000	1,067,000	1,088,000
RIVERSIDE COUNTY	9,104,000	9,286,000	9,472,000	9,661,000	9,854,000
WRCOG	1,313,000	1,346,000	1,339,000	1,373,000	1,366,000
SUBTOTAL-Western County	64,591,000	65,891,000	67,176,000	68,526,000	69,863,000
Coachella Valley					
CATHEDRAL CITY	2,040,000	2,081,000	2,123,000	2,165,000	2,208,000
COACHELLA	832,000	849,000	866,000	883,000	901,000
DESERT HOT SPRINGS	723,000	737,000	752,000	767,000	782,000
INDIAN WELLS	331,000	338,000	345,000	352,000	359,000
INDIO	2,670,000	2,723,000	2,777,000	2,833,000	2,890,000
LA QUINTA	2,013,000	2,053,000	2,094,000	2,136,000	2,179,000
PALM DESERT	3,564,000	3,635,000	3,708,000	3,782,000	3,858,000
PALM SPRINGS	3,318,000	3,384,000	3,452,000	3,521,000	3,591,000
RANCHO MIRAGE	1,212,000	1,236,000	1,261,000	1,286,000	1,312,000
RIVERSIDE COUNTY	2,606,000	2,658,000	2,711,000	2,765,000	2,820,000
SUBTOTAL-Coachella Valley	19,309,000	19,694,000	20,089,000	20,490,000	20,900,000
Palo Verde Valley					
BLYTHE	841,000	858,000	875,000	893,000	911,000
RIVERSIDE COUNTY	246,000	251,000	256,000	261,000	266,000
SUBTOTAL-Palo Verde Valley	1,087,000	1,109,000	1,131,000	1,154,000	1,177,000
TOTAL [1]	$ 84,987,000	$ 86,694,000	$ 88,396,000	$ 90,170,000	$ 91,940,000

[1] Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for planning purposes, subject to change and rounding differences.

AGENDA ITEM 7I

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for On-Call Grant Writing Services

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award the following agreements to provide on-call grant writing services for a four-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of $1,416,000;
   a. Agreement No. 23-31-055-00 to HNTB;
   b. Agreement No. 23-31-072-00 to Mark Thomas & Company, Inc.;
   c. Agreement No. 23-31-073-00 to Evan Brooks Associates, Inc.;
   d. Agreement No. 23-31-074-00 to WSP USA Inc.;
   e. Agreement No. 23-31-075-00 to HDR Engineering, Inc.;
   f. Agreement No. 23-31-076-00 to KOA Corporation;
   g. Agreement No. 23-31-077-00 to Dewberry Engineers Inc.;
   h. Agreement No. 23-31-078-00 to Townsend Public Affairs;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

BACKGROUND INFORMATION:

In June 2017, the Commission awarded its first on-call grant writing bench agreements to four firms in an effort to plan for the future, maximize assets, increase funding, and communicate more – all recommendations resulting from the January 2016 Strategic Assessment. Having an on-call grant writing bench has empowered Commission departments to proactively and efficiently consider and ultimately pursue discretionary grants when opportunities arise. The current on-call grant writing bench term expires on June 30, 2023.

Eight task orders were issued in the six-year period of the current on-call grant writing bench for a total value of $550,081. To date, the Commission has been successful in obtaining $88.8 million in grant funding for four projects. There is one outstanding grant application requesting

$44.5 million; the results are anticipated to be announced by the California Transportation Commission on June 8, 2023.

In November 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA), a five-year transportation reauthorization. Many new competitive funding opportunities that staff anticipates pursuing are included in the IIJA. Between federal funding and the state competitive funding programs from Senate Bill 1, as passed in 2017, maintaining an on-call grant writing bench will ensure the Commission will be fully prepared to pursue every available and appropriate opportunity to fund priority projects.

DISCUSSION:

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call grant writing services as set forth under the terms of Request for Proposals (RFP) No. 23-31-055-00.

RFP No. 23-31-055-00 for On-Call Grant Writing Services was released by staff on February 28, 2023. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 553 firms, two (2) of which are located in Riverside County. Through the PlanetBids site, 43 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by March 14, 2023. Thirteen firms– California Consulting, Inc. (El Segundo, CA), CohnReznick LLP (Los Angeles, CA), CWE (Fullerton, CA), Dewberry Engineers Inc. (Long Beach, CA), Evan Brooks Associates, Inc. (Pasadena, CA), Global Urban Strategies, Inc. (Alhambra, CA), HDR Engineering, Inc. (Riverside, CA), HNTB Corporation (Ontario, CA), KOA Corporation (Orange, CA), Mark Thomas & Company, Inc. (Ontario, CA), MNS Engineers, Inc. (Ontario, CA), Townsend Public Affairs (Newport Beach, CA), and WSP USA Inc.(San Bernardino, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on April 4, 2023. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

As a result of the evaluation committee's assessment of the written statements of qualifications, the evaluation committee determined eight firms – HNTB Corporation; Mark Thomas & Company, Inc.; Evan Brooks Associates, Inc.; WSP USA Inc.; HDR Engineering, Inc.; KOA Corporation; Dewberry Engineers Inc.; and Townsend Public Affairs – to be the most qualified firms to provide on-call grant writing services. The evaluation committee recommends contracts for these eight firms for a four-year term, and one, two-year option to extend the agreements, in the aggregate amount of $1,416,000, as these firms earned the highest total evaluation scores.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any

consultant. Pre-qualified consultants will be selected for specific tasks based on qualification information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

Funding for these services will generally be provided by Measure A sources.

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25	Amount:	$200,000 $1,216,000	
Source of Funds:	2009 Measure A Western County Rail 2009 Measure A Western County Highway			Budget Adjustment:	No N/A	
GL/Project Accounting No.:	654199 65520 00127 0000 265 33 65520 (General Management Rail) 623999 65520 00127 0000 262 31 65520 (General Management Highway)					
Fiscal Procedures Approved:				Date:	05/04/2023	

Attachments:

1) Draft Agreement No. 23-31-055-00 with HNTB Corporation
2) Draft Agreement No. 23-33-072-00 with Mark Thomas & Company, Inc.
3) Draft Agreement No. 23-33-073-00 with Evan Brooks Associates, Inc.
4) Draft Agreement No. 23-33-074-00 with WSP USA Inc.
5) Draft Agreement No. 23-33-075-00 with HDR Engineering, Inc.
6) Draft Agreement No. 23-33-076-00 with KOA Corporation
7) Draft Agreement No. 23-33-077-00 with Dewberry Engineers Inc.
8) Draft Agreement No. 23-33-078-00 with Townsend Public Affairs

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor: 7 Abstain: 0 No: 0

Commissioners Gutierrez, Ulises, and Warren recused themselves.

Agreement No. 23-31-055-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH HNTB CORPORATION

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **HNTB CORPORATION** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing on-call grant writing services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Sean Libberton.

3.7 Commission's Representative. Commission hereby designates Executive Director, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Sean Libberton**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
HNTB Corporation	Riverside County
3633 Inland Empire Blvd.	Transportation Commission
Ste. 750	4080 Lemon Street, 3rd Floor
Ontario, CA 91764	Riverside, CA 92501
Attn: Kevin A. Haboian, PE	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HNTB CORPORATION

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
ANNE MAYER
EXECUTIVE DIRECTOR

CONSULTANT
HNTB CORPORATION

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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EXHIBIT "A"

SCOPE OF SERVICES

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STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.

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- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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Agreement No. 23-31-072-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH MARK THOMAS & COMPANY, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and MARK THOMAS & COMPANY, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Darin Johnson, PE.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Darin Johnson**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Mark Thomas & Company, Inc.	Riverside County
2121 Alton Parkway	Transportation Commission
Ste. 210	4080 Lemon Street, 3rd Floor
Irvine, CA 92606	Riverside, CA 92501
Attn: Darin Johnson, PE	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH MARK THOMAS & COMPANY

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
MARK THOMAS & COMPANY

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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EXHIBIT "A"

SCOPE OF SERVICES

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STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.
- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.

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- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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Agreement No. 23-31-073-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH EVAN BROOKS ASSOCIATES, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and EVAN BROOKS ASSOCIATES, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Hal Suetsugu.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Hal Suetsugu**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Evan Brooks Associates, Inc.	Riverside County
750 E. Green Street	Transportation Commission
Ste. 301	4080 Lemon Street, 3rd Floor
Pasadena, CA 91101	Riverside, CA 92501
Attn: Hal Suetsugu	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH EVAN BROOKS ASSOCIATE, INC.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
EVAN BROOKS ASSOCIATES, INC.

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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EXHIBIT "A"

SCOPE OF SERVICES

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STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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Agreement No. 23-31-074-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH WSP USA INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and WSP USA INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Steven A. Yoshizumi, PE.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Steven Yoshizumi**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
WSP USA INC.	Riverside County
11870 Pierce Street	Transportation Commission
Ste. 160	4080 Lemon Street, 3rd Floor
Riverside, CA 92505	Riverside, CA 92501
Attn: Steven Yoshizumi	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

DRAFT

SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH WSP USA INC.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
WSP USA INC.

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

DRAFT

EXHIBIT "B"

COMPENSATION

[___INSERT___]

DRAFT

Agreement No. 23-31-075-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH HDR ENGINEERING, INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HDR ENGINEERING, INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Anna Lantin.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Anna Lantin**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:
HDR Engineering, Inc.
2280 Market Street
Ste. 100
Riverside, CA 92501
Attn: Anna Lantin

COMMISSION:
Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

DRAFT

SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH HDR Engineering Inc.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
HDR Engineering, Inc.

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

DRAFT

EXHIBIT "B"

COMPENSATION

[___INSERT___]

DRAFT

Agreement No. 23-31-076-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH KOA.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KOA. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Min Zhou, PE.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Min Zhou, PE**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
KOA .	Riverside County
1100 Corporate Center Drive	Transportation Commission
Ste. 201	4080 Lemon Street, 3rd Floor
Monterey Park, CA 91754	Riverside, CA 92501
Attn: Min Zhou, PE	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH KOA.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
KOA

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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EXHIBIT "A"

SCOPE OF SERVICES

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STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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Agreement No. 23-31-077-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH DEWBERRY ENGINEERS INC.

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and DEWBERRY ENGINEERS INC. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Michael Conaboy.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Michael Conaboy**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Dewberry Engineers Inc.	Riverside County
100 Oceangate	Transportation Commission
Ste. 400	4080 Lemon Street, 3rd Floor
Long Beach, CA 90802	Riverside, CA 92501
Attn: Michael Conaboy	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH DEWBERRY ENGINEERS INC.

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
DEWBERRY ENGINEERS INC.

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

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EXHIBIT "A"

SCOPE OF SERVICES

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STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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Agreement No. 23-31-078-00

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AGREEMENT FOR ON-CALL GRANT WRITING SERVICES WITH TOWNSEND PUBLIC AFFAIRS

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and TOWNSEND PUBLIC AFFAIRS. ("Consultant"), a Corporation.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing On-Call Grant Writing Services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the On-Call Grant Writing Services Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Christopher Townsend.

3.7 Commission's Representative. Commission hereby designates **Executive Director** or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Michael Townsend**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

3.12.3 Professional Liability Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto. The overhead rates included in the attached Exhibit “B” shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **[___INSERT WRITTEN DOLLAR AMOUNT___] ($[___INSERT NUMERICAL DOLLAR AMOUNT___])** without written approval of Commission's Executive Director (“Total Compensation”). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Townsend Public Affairs	Riverside County
1401 Dove Street	Transportation Commission
Ste. 330	4080 Lemon Street, 3rd Floor
Newport Beach, CA 92660	Riverside, CA 92501
Attn: Christopher Townsend	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.24 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.36 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.38 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.39 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

DRAFT

SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL GRANT WRITING SERVICES
WITH TOWNSEND PUBLIC AFFAIRS

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer
Executive Director

CONSULTANT
TOWNSEND PUBLIC AFFAIRS

By: _____
Signature

_____
Name

_____
Title

Approved as to Form:

By: _____
Best Best & Krieger LLP
General Counsel

Attest:

By: _____

Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

DRAFT

EXHIBIT "A"

SCOPE OF SERVICES

DRAFT

STATEMENT OF SERVICES
FOR
ON-CALL GRANT WRITING SERVICES

Requirements and Contract Information:

As an on-call grant writing and grant support consultant for the Commission, each consultant will respond to the Commission's task order request within the specified timeframe, confirming the consultant's availability to develop the grant within the timeline provided.

The consultant will propose fees and costs, although the Commission is not bound to select the consultant that proposes the lowest fee. The Commission reserves the right to negotiate fees with the selected individual or firm.

Of the selected on-call grant writing firms, the Commission will enter into individual agreements with each firm. The proposed initial term will be four years with one, two-year option term to extend. The option term will be executed solely at the Commission's discretion.

Project Background:

The purpose of this RFP is to obtain a list of qualified on-call, as-needed professional grant writers to provide professional evaluation, advisement on competitiveness and bundling, grant writing and/or submission of grant application packages for various Commission projects.

After determination of a qualified list of on-call grant writers, the Commission will solicit proposals for specific grant opportunities or projects. The qualified consultants will be asked for a proposal for the specific opportunity or project, and the most appropriate proposal will be selected. Upon selection and in accordance with the submitted proposal, the consultant will perform the following non-exclusive list of services: prepare a grant package outline and draft application materials (including, but not limited to: concept plans, photographs, site aerials, project renderings, demographic and statistical information, support letters, benefit-cost analysis, applicable approval memos/resolutions) suitable for submission to a grant funder.

In particular, the Commission is seeking professional grant writers with expertise in the areas of complex federal, California state, regional, and private entity grants with an understanding of how state/federal policies are influencing which projects are selected for funding. Examples of competitive grants the Commission may pursue include those administered by the United States Department of Transportation, the California Transportation Commission, and Caltrans such as: INFRA, MEGA, TCEP, and SCCP; this

list is not exhaustive. Experience is strongly desired in the areas of transportation, technology and innovation, environment, construction, planning, disadvantaged communities, equity, and related fields.

Scope of Work:

The general scope of work includes providing competitiveness and bundling guidance on funding opportunities and developing professional grant proposal packages for funding opportunities available from federal, state, regional, and private sources. The consultant will provide prompt services on an on-call, as-needed basis for all assigned projects. Work may include but not be limited to:

- Providing the Commission with competitiveness and grant bundling advisement by developing a thorough understanding of the Commission's project portfolio and applying the consultant's knowledge and expertise of various federal, state, regional, and private grant sources resulting in a grant pursuit strategy.
- Providing the Commission technical assistance in enhancing project scopes and development of project bundles to facilitate projects' competitiveness in various grant programs.
- Developing overall grant outline; working with appropriate Commission staff and team to determine writing assignments; developing and maintaining a roles and responsibilities matrix with key dates for each opportunity.
- Developing a schedule for grant pursuit efforts from kick-off through grant application to submission and concluding with a grant pursuit team debrief. Schedules would include relevant milestones, review periods, and deliverable dates for each team member.
- Maintaining grant pursuit schedules and ensuring all team members are meeting established deliverables by the set deadlines.
- Incorporating planning and implementation of wildlife crossings, mitigation, and conservation into grant pursuit strategies and applications, as applicable.
- Providing the Commission with a list of stakeholders the grant writer will need to communicate with.
- Taking the lead on scheduling meetings, developing meeting agendas, bringing together stakeholders, and obtaining relevant information from staff and consultants.
- Participating in granting agency briefings, webinars, and meetings.
- Ensuring all required components of grant proposals are included in the submission; ensuring adherence to grant evaluation criteria, requirements, and deadlines.
- Providing budget guidance to aid in conformance with grant solicitation requirements.
- Maximizing use of available statistics independent of Commission-generated materials where feasible.

- Editing draft proposals for consistency of messaging, ensuring integration of grant requirements, and succinctness prior to Commission final review and submittal to funder.
- Working cooperatively and collaboratively with staff and Commission-designated consultants to receive and incorporate any required technical sections of a grant application and/or feedback, input, revisions, and/or messaging.
- Providing a link to a file-sharing site for sharing project files and editing draft grant applications is expected.
- Preparing final application document package in a professional manner and suitable for the grant being applied for. Use of watermarks, graphics, and advanced formatting is expected.
- Adhering to and delivering work by established key dates.
- Creating, maintaining, and delivering to Commission staff all project materials and data collected and written as part of assigned projects in an electronic format.
- Performing specialized technical analyses frequently required by federal, state, and regional agencies, such as benefit-cost analysis, modeling, emissions reduction calculations, GIS and mapping, and use of tools such as CalEnviroScreen, Healthy Places Index, etc. – employing standards set by granting agencies.

It is not required that the proposer have the experience or ability to perform this task. Furthermore, proposers may propose to subcontract work for this task as necessary or appropriate.

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EXHIBIT "B"

COMPENSATION

[___INSERT___]

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AGENDA ITEM 7J

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Bryce Johnston, Senior Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Agreements for On-Call Construction Management Services, Materials Testing, and Construction Surveying Services for the Construction of Commuter Rail Station Capital Improvement Projects

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Award the following agreements to provide on-call construction management services, materials testing, and construction surveying services (collectively, CM services) for the construction of commuter rail station capital improvement projects for a three-year term, and one, two-year option to extend the agreements, in an amount not to exceed an aggregate value of $8 million;
   a. Agreement No. 23-33-047-00 to AECOM Technical Services, Inc.;
   b. Agreement No. 23-33-069-00 to Jacobs Project Management Co.;
   c. Agreement No. 23-33-070-00 to Kleinfelder Construction Services, Inc.;
2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements, including option years, on behalf of the Commission; and
3) Authorize the Executive Director, or designee, to execute task orders awarded to the consultants under the terms of the agreements.

BACKGROUND INFORMATION:

The Commission has a need for the provision of comprehensive on-call professional services related to construction management (CM) services for the construction support of rail and commuter rail station capital improvement projects. Typically, the Commission procures CM services as the need for services arises. An on-call CM contract provides a more streamlined process since formal solicitation, selection, negotiation of basic rates and contracting are completed as part of the on-call procurement process.

The intention of this procurement is to provide the Commission with comprehensive on-call professional CM services for a variety of Commission rail and commuter rail station capital improvement projects such as the Riverside Downtown Layover Facility and the Moreno

Valley/March Field station upgrades project. CM services will be funded with various Federal Transit Administration grants.

Procurement Process

Pursuant to Government Code 4525 et seq, selection of architect, engineer, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of a request for qualifications (RFQ).

RFQ No. 23-33-047-00 for on-call CM services, materials testing, and construction surveying services for the construction of commuter rail station capital improvement projects was released by staff on February 13, 2023. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 85 firms downloaded the RFQ; 14 of these firms are located in Riverside County. A pre-submittal meeting was held on February 22, 2023 and attended by 20 firms. Staff responded to all questions submitted by potential proposers prior to the March 2, 2023, clarification deadline. Five firms – AECOM Technical Services, Inc. (Orange); Anser Advisory (Santa Ana); Jacobs Project Management Co. (Ontario); Kleinfelder Construction Services, Inc. (Riverside); and WSP USA Inc. (San Bernardino) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on March 16, 2023. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Metrolink and Bechtel staff.

As a result of the evaluation committee's assessment of the written statements of qualifications, the evaluation committee determined three firms – AECOM Technical Services, Inc.; Jacobs Project Management Co.; and Kleinfelder Construction Services, Inc. – to be the most qualified firms to provide on-call CM services, materials testing, and construction surveying services for the construction of commuter rail station capital improvement projects. The evaluation committee recommends contracts for these three firms for a three-year term, and one, two-year option to extend the agreements, in the aggregate amount of $8,000,000, as these firms earned the highest total evaluation scores.

As part of the procurement process for architectural and engineering services, the contract is subject to a pre-award audit by Caltrans Audits and Investigations Unit. The result of the pre-award audit may change the proposed cost slightly and is expected to be finalized prior to Commission approval in June 2023.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on qualification

information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

Funding for these services will be provided by Measure A and various local, state, and federal sources.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/2024+	Amount:	$8,000,000
Source of Funds:	Federal Transit Administration, 2009 Measure A Western County Rail, and/or other local, state, and federal funds			Budget Adjustment:	No
GL/Project Accounting No.:	654199 81302 XXXXX XXXX 265 33 81301				
Fiscal Procedures Approved:				Date:	05/11/2023

Attachments:
1) Draft Agreement No. 23-33-047-00 with AECOM Technical Services, Inc.
2) Draft Agreement No. 23-33-069-00 with Jacobs Project Management Co.
3) Draft Agreement No. 23-33-070-00 with Kleinfelder Construction Services

Approved by the Western Riverside County Programs and Projects Committee on May 22, 2023

In Favor: 8 Abstain: 0 No: 0

Agreement No. 23-33-047-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
AECOM TECHNICAL SERVICES, INC.
FOR ON-CALL
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING,
AND CONSTRUCTION SURVEYING SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

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Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and AECOM TECHNICAL SERVICES, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds (“Prop 1B”) funds administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit “E” attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call construction management services for the construction of commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call construction management services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

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Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on (DATE), unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

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5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates Matthew Gollan to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Matthew Gollan, David Vornberger, Irfan Kalhoro, Alex Gordon, Robert Spalik, Brian Price, Adam D'Alvia, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors

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have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

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reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. To the extent legally permissible, Consultant's approved overhead rate shall be fixed for the term of this Agreement. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

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nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

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19.9 Commission has or will enter into Three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Construction Management Services Task Order Contracts"). The other Construction Management Services Task Order Contracts are Jacobs Engineering (23-33-069-00) and Kleinfelder Construction Services (23-33-070-00). The total amount payable by Commission for the Construction Management Services Task Order Contracts shall not exceed a cumulative maximum total value of Eight Million Dollars ($8,000,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the Construction Management Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Construction Management Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Construction Management Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of $25,000 shall contain the above provisions.

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

21.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

21.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

21.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

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21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

22.4 All subcontracts in excess of $25,000 shall contain the above provisions.

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

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26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

26.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

26.4 All subcontracts in excess $25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

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minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

27.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

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shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

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wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

28.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

28.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

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29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

30. Insurance.

30.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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30.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's or Caltrans' insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

30.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may

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approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director,

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other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

33. Prohibited Interests.

33.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

33.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

33.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

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(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

38. Time of Essence. Time is of the essence for each and every provision of this Agreement.

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39. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

40. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
AECOM Technical Services, Inc.	Riverside County Transportation Commission
999 W. Town and Country Road	4080 Lemon Street, 3rd Floor
Orange, CA 92868	Riverside, CA 92501
Attn: Matthew Gollan	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

44. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit “C” (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (FTA Requirements) attached hereto and incorporated herein by reference.

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46. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

47. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

48. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

49. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

50. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

51. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

52. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

53. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By:_____ **[INSERT NAME]** Chair *Approved as to Form:* By:_____ Best, Best & Krieger LLP General Counsel	**AECOM TECHNICAL SERVICES, INC.** By: _____ Signature _____ Name _____ Title **ATTEST:** By: _____ Its: _____

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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A" - SCOPE OF WORK

The Commission intends to contract with an on-call “bench” of qualified consultants to provide for Construction Management Services, Material Testing and Construction Surveying Services for the construction of Rail, Transit and Commuter Rail Station Infrastructure and Facilities Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission’s model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which construction management and related services may be required include station platform improvements, passenger shelters, station amenities, landscaping access ways involving pedestrian connections, fencing for access control, parking lot improvements, bicycle paths and bicycle storage solutions to facilitate active transportation in the stations. In addition, construction management and related services may be required for station related track work, signals, Quiet Zones and layover facilities. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

List of Potential Projects

- Railroad Track Addition/Rehabilitation/Replacement
- Railroad Platform Expansion and Improvements
- Pedestrian At-grade Railroad Crossings
- Railroad Layover Facilities
- Railroad Signal Systems
- Railroad Grade Crossings
- Transit and Commuter Railroad Station Facility Improvements
- Parking Structure Design and Development
- Parking Lot Improvements, Rehabilitation and Expansions
- Pedestrian Bridge Structure
- Passenger Shelters
- Station Security and Safety Elements

As construction management support needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth

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in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associate with each ATO and the funding will be identified at the time the scope of work is released.

2. PERFORMANCE REQUIREMENTS

2.1 Construction Management: Offeror shall furnish a Project Manager/Resident Engineer to coordinate Offeror's operations with Commission. The Project Manager shall be responsible for all matters related to Offeror's personnel and operations. A Resident Engineer shall be assigned as a single point of contact to direct and coordinate construction activities. Other Assistant Resident Engineers may be assigned to specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer, registered in the State of California, and shall be in responsible charge of construction activity within the Project.

The number of Offeror's personnel assigned to the Project will vary throughout the duration of the agreement. Offeror's personnel shall be assigned, in varying levels of responsibility, as needed by the Offeror to meet the Project schedule and comply with Project requirements.

Resumes of personnel shall be submitted to the Commission for review and approval prior to approval of an ATO and assignment to the Project. The Commission and Offeror will jointly determine the quality and quantity of services that are required by Offeror personnel. Personnel selected for assignment by Offeror shall be made available for personal interviews prior to acceptance by the Commission. If, in the opinion of Commission, an individual lacks adequate or appropriate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of Offeror personnel is unsatisfactory to the Commission, the Commission may release him/her by written notice and may require that another qualified person be assigned.

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If Offeror personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for Offeror personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Offeror personnel. The Project Manager, with concurrence from the Commission, shall have the authority to increase, decrease, or eliminate Offeror personnel work hours' dependent on the schedule and requirements of the construction Contractor. All overtime required by Offeror personnel shall be approved and authorized by the Commission prior to each occurrence.

Offeror personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. Offeror personnel shall cooperate and consult with the Commission and city officials during the course of the Project. Offeror's personnel shall perform duties as may be required to assure that construction is performed in accordance with the Project plans and specifications. Offeror's personnel shall keep accurate and timely records and document all work performed by the Contractor and Offeror.

Offeror shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

Offeror's personnel shall assist the Commission and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control outside of the Project's limits.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

2.2 Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction Contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction Contractor.

The Resident Engineer shall coordinate materials testing and inspection with the Contractor to avoid delay.

The Commission intends to maintain a consistency of material testing quality throughout each phase of each Project. Offeror is therefore encouraged to provide,

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when possible, the same field personnel for the duration of construction of the Project.

Resumes of materials testing personnel shall be submitted to the Commission for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, Commission may release that field person and require that another be assigned as needed.

If a member of Offeror's personnel is on a leave of absence, Offeror's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

All personnel shall be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with the Commission and local agency officials during the course of the agreement; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. Offeror's personnel shall be experienced in performing inspections and/or testing in accordance with requirements described or inferred from the construction contract special provisions and plans and shall keep records and document the work as directed by the Resident Engineer and/or required by the local agency having jurisdiction. All records will be provided to the Commission in both hard copy and electronic format at the completion of the project. Also Commission staff shall be provided electronic remote access to the Consultant document control system.

All services required hereunder shall be performed in accordance with Caltrans, SCRRA, AREMA or applicable Specifications for Public Works (Greenbook) regulations, policies, procedures, manuals, and referenced standards.

2.3 Construction Surveying: Offeror shall furnish a surveying crew to perform construction surveys and final monumentation for the Project. The same survey crew shall provide services throughout the duration of the construction contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of the Commission to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, Offeror is encouraged to provide the same field personnel for the duration of construction. It is important that the Survey Party Chief(s) assigned to a project be completely familiar with the horizontal and vertical control at the project site as well as survey and documentation requirements for the Project.

Resumes of Offeror personnel and certification shall be submitted to the Commission for review. Offeror personnel must be approved by the Commission prior to assignment to a project. The Commission and Offeror will have the

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responsibility of determining the quality and quantity of work performed by Offeror personnel. If, at any time, the level of performance by Offeror's personnel is below expectations, Commission may release the survey crew member and require that another be assigned.

If Offeror's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager shall provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement shall be required to meet all the requirements of the permanently assigned employee.

Offeror's personnel shall:

- Be knowledgeable of and comply with applicable building codes and local, state, and federal regulations;
- Be knowledgeable of Caltrans surveying requirements;
- Cooperate and consult with Commission officials during the course of the agreement;
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications; and
- Keep records and document work as directed by the Resident Engineer.

All services required hereunder shall be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards except as directed otherwise by the Commission.

3. DUTIES AND RESPONSIBILITIES

3.1 Pre-construction Services

a Plan Review

Offeror shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, Resident Engineer's pending files, liaison with local agencies (including Building Permit requirements), utility arrangements, operational arrangements with BNSF, SCRRA and/or RTA (as needed), and existing station operations in order to verify completeness and consistency of documents throughout the Project. As a minimum, Offeror shall check for quantity discrepancies, potential detail conflicts, constructability, and consistency between plans, specifications and pay items.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

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b Schedule

Offeror shall review the Design Engineer's proposed Project schedule with the Project plans and specifications to determine if the proposed sequence and duration of activities will provide for safe and expeditious completion of the Project.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

Offeror shall review the Design Engineer's Project estimate with the Project plans and specifications to verify that all aspects of the Project scope have been addressed.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

3.2 Bid Process

a. Bidding Process

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid questions and draft responses;
2) Draft addenda to the bid documents;
3. Review of bidder's documents;
4. Prepare bid tabulation.

b. Pre-construction Meetings

Offeror shall assist the Commission in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the Design Engineer, Caltrans, city officials, and utility companies.

c. Contract Award

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid for completeness and responsiveness.
2) Perform bid analysis.
3) Review of procedural items.
4) Check Contractor references, licenses, insurance, and sureties.
5) Coordinate with prospective Contractor for scheduling of award of the construction contract.

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All processes shall be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and/or relevant Commission procedures.

3.3 Construction Project Administration

a. Offeror shall administer Project construction contract using Caltrans Construction Manual as a guideline.

b. Offeror shall conduct regular Project coordination meetings with Contractor, Commission, local agencies, and Design Engineer, as appropriate.

c. Offeror shall review and approve the Contractor's Baseline Schedule and subsequent Updates and track weather or unsuitable site conditions on a weekly basis.

   Offeror shall prepare construction progress payments in conjunction with the Contractor per contract requirements and maintain payment records and supporting documentation. All progress payments shall be reviewed by the Commission for approval.

d. Offeror shall establish and maintain Project records. Project record keeping shall include, but is not limited to the following: correspondence, memoranda, contract documents, change orders, claims, Commission and engineer directives, meeting minutes, shop drawings, as-built changes, materials records, survey data, supplemental drawings, progress payments and requirements listed elsewhere. Offeror shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers.

e. Offeror shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

f. Offeror shall review and approve Contractors' construction schedules per contract requirements on an ongoing basis and alert the Commission to conditions that may lead to delays in completion of the Project.

g. Offeror shall prepare and submit a Monthly Project Report (MPR). The MPR shall include construction activity, accomplishments, safety and traffic

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issues, and status of Requests for Information (RFIs), submittals, current issues, Contract Change Orders (CCOs) and current Project budget and schedule. The format and contents of the MPR will be determined by RCTC. Provision of an MPR acceptable to the Commission will be a condition precedent for payment of the CM's invoices.

h. Offeror shall review and ensure compliance with environmental requirements.

i. Offeror shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

j. Offeror shall conduct labor interviews and review Contractors' certified payroll records/fringe benefit statements, etc. and maintain records to assist the Commission with monitoring labor compliance, DBE, and equal employment opportunity (EEO) requirements.

k. Offeror shall ensure that the Project meets all provisions of an approved Storm Water Pollution Prevention Plan (SWPPP) and/or Water Pollution Control Plan (WPCP) and coordinate with the State Water board by providing data into their SMARTS system.

l. Offeror shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

3.4 Construction Project Coordination

a. Offeror shall provide a qualified Resident Engineer and other qualified assistant Resident Engineers, as needed to effectively manage the Project.

b. Offeror Resident Engineer shall act as a single point of contact between Contractor, the Commission, Offeror's construction surveyor, Offeror's materials inspector, and utility companies. Offeror may, when requested by the Commission, act as point of contact between Design Engineers, Caltrans, cities with jurisdiction, utilities, and the public.

c. Offeror shall maintain regular contact with the Commission's Construction Manager.

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d. Offeror shall review contract plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to Commission. Should the Commission determine that changes are necessary, Offeror shall prepare Contract Change Orders (CCOs) and supporting transmittal memoranda in accordance with construction contract documents and Commission procedures.

e. Offeror shall monitor, coordinate, and track construction progress to ensure the Project proceeds on schedule and according to the order of work required in the plans and special provisions. Offeror shall direct the Contractor, in conjunction with Commission, to expedite work, as required, to maintain schedule.

f. Offeror shall coordinate review of shop drawings and Requests for Information (RFI) with the Design Engineer and RCTC's Construction Manager. Offeror shall log and track all submittals and RFIs.

g. Offeror shall provide a qualified SWPPP coordinator who shall review Contractor-prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with the cities with jurisdiction and the Commission. Offeror shall cooperate with Caltrans and/or monitoring agencies during inspections and field reviews.

h. Offeror shall coordinate the implementation of any changes with the Construction Manager and the Design Engineer.

i. Offeror shall review and approve Traffic Control Plans and forward to Commission as necessary.

j. Offeror shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

k. Offeror shall coordinate all Project construction activities with existing Station operations.

3.5 Construction Inspection

a. Offeror shall coordinate all construction inspection and special inspections that may be required by local agencies for the Project. Offeror shall ensure that appropriate city and local agency are notified and present as required

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throughout the Project. Offeror shall notify the Commission immediately regarding any directives, recommendations, notices, etc. received from agencies other than Commission.

b. Offeror shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. Offeror shall exercise reasonable care and diligence to discover and promptly replace, correct, and/or mitigate all defects or deficiencies in the materials or workmanship used in the Project. Any such deficiencies and their resolution shall be reported to the Commission.

d. Offeror personnel assigned to the Project shall be thoroughly familiar with contract special or technical provisions provided by the Design Engineer, , Standard Specifications and RCTC's General Conditions/Instructions to Bidders, Caltrans, SCRRA, Greenbook Standard Plans and City's building permit requirements and conditions of approval as they apply to the Project. Offeror personnel shall have the ability to read and interpret construction plans and specifications. Offeror personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, Offeror personnel shall be familiar with the construction requirements of the Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by Offeror personnel shall include, but are not limited to, the following:

1) Inspect installation of dry and wet utilities, inspection and testing of subgrade, aggregate base and paving, inspection of signage, pavement markings, and traffic striping, inspection of building foundation and wood frame building construction, inspection of retaining wall construction, landscaping and landscape irrigation, signals, electrical and systems installation and related construction activities. Work shall include checking grade and alignment, construction traffic control, and any other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents;

2) Identify actual and potential problems associated with the Project and recommending sound engineering solutions;

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3) Maintain awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel;

4) Prepare complete and accurate daily reports, engineering calculations, materials records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to document actual cost of force account work (time and materials payment);

5) Prepare construction sketches, drawings, and cross-sections, as necessary;

6) Maintain contemporaneous records of all additions or deviations from the approved plans for preparation of as-built plans;

7) Inspect for environmental compliance;

8) Arrange for lane closures in accordance with City of jurisdiction's procedures and coordinate any work with the California Highway Patrol and/or City's Public Works Department;

9) Maintain awareness of water discharge requirements. Monitor Contractors' compliance with applicable regulations and construction contract provisions;

10) Monitor Contractors' compliance with applicable regulations required by AQMD;

11) Ensure Contractors' compliance with Project Environmental Commitment Record; and

12) Other duties as may be required or reasonably requested.

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3.6 Construction Project Support

a. Construction Surveys

Offeror shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. Offeror may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction. The Resident Engineer shall review survey requests from the Contractor and arrange for the work, as appropriate. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

Offeror shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data shall include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including (where required) but not limited to:

- Utility locations (new and as-built);
- Clearing limits;
- Slope staking;
- Rough grade;
- Finish grade;
- Building layout;
- Storm drain, sanitary sewer, and irrigation systems; and
- Curbs, gutters, and sidewalk

Monitor for settlement, if required.

Global Positioning Satellite (GPS) equipment shall be utilized if required by the Commission.

2) Right of Way Lines

Existing right of way shall be established from Commission record information and existing monumentation.

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- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation and bench marks. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

- Final monumentation. Includes setting of centerline points of control upon completion of construction and documenting control bench marks on as-built plans.

3) Special Design – Data Surveys

Includes drainage, utility, and surveys that might be required for special field studies.

b. Materials Testing and Geotechnical Services

Offeror shall provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing shall be used to ensure that construction work conforms to the applicable requirements of the City with jurisdiction, Caltrans standards and specifications, and the Design Engineer's technical provisions for material quality and workmanship.

All field and laboratory testing shall be performed in accordance with California Test Methods or test methods specified by the Design Engineer in the technical provisions of the Contract.

Offeror shall be responsible for the accuracy and completeness of all test data compilation and results.

All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and California Test methods or procedures set forth by the Design Engineer or the city with jurisdiction. Failing tests shall be immediately reported internally to the Resident Engineer. All test results shall be recorded on appropriate forms. The test documents shall be legible and show the identity of the tester where appropriate. A summary sheet containing all results of a particular regime of tests shall be developed and kept current.

All test results and inspection reports shall be available to the Commission during construction and proved at the conclusion of construction.

c. Permits

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Offeror shall review construction of the Project for permit compliance and coordinate with Commission and the Design Engineer to ensure that necessary permits are obtained. Offeror shall assist Commission in the coordination, timely processing and verification of approval for all permits. Offeror shall maintain permits and permit documentation on site.

3.7 Construction Cost and Schedule

a. Offeror shall monitor and track the following:

1) Contract pay item quantities and payments;
2) Contract Change Orders;
3) Supplemental work items;
4) Agency and/or State furnished materials;
5) Materials-on-hand but not installed;
6) Anticipated extra work balance;
7) Contingency balance; and
8) Project budget.

b. Offeror shall review and monitor Contractor's schedule and inform Commission of any significant changes or deviations in the schedule.

c. Offeror shall provide and maintain a Project staffing plan of field office personnel. In cooperation with Commission, the staffing plan shall be periodically updated to reflect Project progress and needs.

3.8 Construction Contract Change Orders and Claims

a. Offeror shall receive and evaluate requests for changes and/or substitutions by the Contractor. Offeror shall coordinate proposed changes with the Commission's Construction Manager and shall prepare and submit Contract Change Orders to the Commission for approval accompanied by Offeror's Transmittal Memo describing background information, reasons for the change and proposed method of payment and/or adjustment of contract time.

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b. Offeror shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, Offeror shall consult with the Commission prior to its preparation. Unless directed otherwise by Commission, the preferred method of payment for Contract Change Orders should be as follows:

1) Agreed Price;
2) Adjustment in compensation to a bid item; and
3) Time and materials or Force Account.

c. Offeror shall identify and preemptively attempt to resolve all potential claims, track and monitor unresolved claims, and implement a claims avoidance process.

d. Offeror shall assist Commission, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against Commission or the Project.

3.9 Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. Offeror shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for Offeror's personnel;

b. Offeror shall prepare an Illness and Injury Protection Plan;

c. Offeror shall provide monthly safety status reports;

d. Offeror shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual as appropriate;

e. Offeror shall provide appropriate safety training for all Offeror field personnel;

f. Offeror shall provide all necessary safety equipment as required for Offeror personnel.

3.10 Construction Project Close Out

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a. Offeror shall conduct a final walk-through with the Commission and Design Engineers.

b. Offeror shall prepare a list of items to be completed and/or corrected by the Contractor [Punch List] for final completion of the Project.

c Offeror shall review and verify completeness of as-built drawings.

d. Offeror shall prepare final construction reports including the Project Completion Report.

e Offeror shall prepare and deliver to the Commission all Project files in accordance with Commission's and Caltrans policies.

f. Offeror shall assist the Commission and Contractor in obtaining final release of all Project permits.

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4. DELIVERABLES

In addition to the requirements described above, the Offeror shall provide the following:

a. Offeror 's Illness and Injury Prevention Plan as described in the CalOSHA Construction Safety Orders.

b. Correspondence to/from Contractor, Resident Engineers' daily reports, Assistant Resident Engineers' daily reports, and extra work diaries.

c. Approved Project Baseline Schedule and Monthly Updates with analysis with Weekly Statements of Working Days.

d. Monthly Project Reports.

e. Listing of approved submittals with supporting information.

f. RFI submittals and responses.

g. Monthly Construction Contract progress payments, back-up documentation, and support information as requested.

h. Contractor final payment documents, delivered to Commission no later than ten (10) working days after acceptance by Commission of the completed construction Projects.

i. Project Completion Report.

j. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

k. Certified payrolls and fringe benefit statements for all employees, Offeror and Contractor, who are subject to the State and/or Federal prevailing wage rates.

l. All materials test results and field testing and/or testing reports. Include reports required by the city's building officials.

m. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

1) Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein; and

2) Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

n. All original survey documents resulting from this agreement, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of the Commission. A copy of all survey documents furnished by Commission shall be retained by Offeror for future reference.

When the survey is performed with a total station survey system, the original field notes shall be submitted as a hard copy in a readable format of the data (observations) originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

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o. Deliverables to the Resident Engineer shall follow the format specified below:

- Horizontal Control;
- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions;
- Vertical Control;
- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum;
- Topography; and
- Alpha-numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans or SCRRA (Metrolink).

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):

  For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

  Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

p. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

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q. Other

As specified in the survey request.

5 EQUIPMENT AND MATERIAL TO BE PROVIDED BY OFFEROR

As agreed with Commission's Project Manager, the Offeror shall provide the following:

1) Office facilities including, telephones, desks, chairs, computers, and appropriate office equipment. One (1) office with a desk, chair, telephone, and computer shall be reserved for the Commission.

2) Tools and equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, Offeror's Cost Proposal, shall be reimbursed by the Commission as agreed by the Commissions' Project Manager.

3) Offeror personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, Offeror shall provide a base station at the field office.

4) Materials Testing facilities shall be fully equipped at all times to perform the services required, including but not limited to the following:

   A laboratory in close proximity to the Project shall be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

   Each vehicle shall be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

   Field personnel shall be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
   All laboratory and testing equipment shall be calibrated per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

5) Survey equipment and supplies shall be provided to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

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a. Survey vehicles

Survey vehicles will be suitable to perform the required work encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys; and
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less; and
- Suitable level rods for the work to be performed.

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i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions;
- Prisms, sufficient to perform the required work; and
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical; and
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans or SCRRA manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

n. Lighting may be required for nighttime survey work.

6 MATERIALS TO BE FURNISHED BY COMMISSION

1) The Commission will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared Resident Engineer files, and contracts.

2) The Commission will provide copies of all previously secured permits and Project authorizations.

3) Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the “Manual of Test”.

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7 STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current applicable Caltrans or Metrolink Manuals including:

1) Construction Manual and its revisions;
2) Quality Assurance Program Manual;
3) Manual of Traffic Controls for Construction and Maintenance Work Zones;
4) Local Agency Standards and latest edition of the California Uniform Building Code;
5) SCRRA Standard Plans and Specifications.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by Offeror shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Commission will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this agreement. Any Offeror employee who does not perform adequately shall be replaced if directed by the Commission Construction Manager.

8 AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by the Commission's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for Offeror's personnel.

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Unless otherwise directed by Commission, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by Commission.

9 LIMITATIONS OF AUTHORITY

Offeror does not have the authority to:

1) Authorize deviations from the Contract documents;
2) Approve substitute materials or equipment; except as authorized in writing by Commission;
3) Conduct or participate in tests or third party inspections; except as authorized in writing by Commission;
4) Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors;
5) Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions;
6) Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor;
7) Verbally authorize or approve change orders or extra work for the Project; and
8) Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

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10 THIRD PARTY RELATIONSHIPS

This Agreement is intended to provide unique services for a specific project. In the development of the Project, Commission has worked closely with local jurisdictions such as the city of Riverside and others in the preparation of the construction documents and other Project related materials. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. Offeror shall take direction **only** from the Commission and shall regularly inform **only** Commission of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, Offeror may find occasion to meet with city representatives, the Design Engineer, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions,

solicited or unsolicited, without obtaining specific direction from the Commission. All oral and written communication with outside agencies or Offeror's related to the Project shall be directed only to the Commission. Distribution of Project related communication and information shall be at the sole discretion of Commission representatives.

11 CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this agreement, the following also shall apply:

1) Offeror shall conform to the safety provisions of the Caltrans Construction Manual;
2) Offeror's field personnel shall wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soles with steel toe protection at all times while working in the field;
3) Offeror shall provide appropriate safety training for all Offeror's personnel including rail safety for BNSF or Metrolink, as appropriate; and
4) All safety equipment shall be provided by Offeror.

12 BASIS FOR SURVEY AND MONUMENT STAKING

Survey shall be based upon existing horizontal and vertical control and existing pavement elevations.

Monuments established by Offeror shall be marked by Offeror with furnished disks, plugs, tags. In addition, Offeror shall identify Offeror-established monuments by tagging or stamping the monuments with the license or registration number of Offeror's surveyor who is in "responsible charge" of the work.

13 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by the Commission.

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EXHIBIT "B"- COMPENSATION AND PAYMENT

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
AECOM	Construction Management Services	$ 8,000,000.00
	Sub Consultants:	
C2PM	Civil/Structural Inspection	TBD
Guida Surveying	Construction Surveying	TBD
Leighton Consulting	Materials Testing	TBD
Pacific Railway Enterprises, Inc.	Transit Inpection, System Startup and Testing	TBD
Wabtec/Xorail	Transit Inpection, Systems Startup and Testing, signaling (wireless crossing)	TBD
	TOTAL COSTS	**$ 8,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. **STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. **DEBARMENT AND SUSPENSION CERTIFICATION**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

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B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable

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finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. **INVENTIONS.**

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. **ENVIRONMENTAL COMPLIANCE**

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

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EXHIBIT "D" - FTA PROVISIONS

FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement."

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,
national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the

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Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. <u>There is no FTA DBE goal on this Project</u>.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

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E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. Buy America – Not applicable.

12. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. Equal Employment Opportunity — Not applicable.

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.

C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

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After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

14. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the

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notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on

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its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
d. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), applies to this Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) Enforcement for non-compliance. Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

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a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

THIS FORM IS NOT APPLICABLE TO AECOM

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Authorized for Local Reproduction

Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

Distribution: Orig- Local Agency Project Files

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Agreement No. 23-33-069-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
JACOBS PROJECT MANAGEMENT CO.
FOR ON-CALL
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING,
AND CONSTRUCTION SURVEYING SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

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Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and JACOBS PROJECT MANAGEMENT CO**.** ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds (“Prop 1B”) funds administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit “E” attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call construction management services for the construction of commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call construction management services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

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Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on (DATE), unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

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5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates Gary Tomasetti to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Gary Tomasetti, Michael Albanese, Justin Duke, Alex Angha, Ben Quintana, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally

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required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

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reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. To the extent legally permissible, Consultant's approved overhead rate shall be fixed for the term of this Agreement. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

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nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

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19.9 Commission has or will enter into Three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Construction Management Services Task Order Contracts"). The other Construction Management Services Task Order Contracts are AECOM (23-33-047-00) and Kleinfelder Construction Services (23-33-070-00). The total amount payable by Commission for the Construction Management Services Task Order Contracts shall not exceed a cumulative maximum total value of Eight Million Dollars ($_8,000,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the Construction Management Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Construction Management Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Construction Management Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of $25,000 shall contain the above provisions.

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

21.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

21.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

21.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

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21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

22.4 All subcontracts in excess of $25,000 shall contain the above provisions.

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

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26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

26.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

26.4 All subcontracts in excess $25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

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minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

27.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

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shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

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wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

28.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

28.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

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29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

30. Insurance.

30.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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30.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's or Caltrans' insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

30.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may

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approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director,

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other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

33. Prohibited Interests.

33.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

33.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

33.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

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(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

38. Time of Essence. Time is of the essence for each and every provision of this Agreement.

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39. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

40. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Jacobs Project Management Co.	Riverside County Transportation Commission
3257 E. Guasti Road, Suite 120	4080 Lemon Street, 3rd Floor
Ontario, CA 91761	Riverside, CA 92501
Attn: Gary Tomasetti	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

44. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit “C” (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (FTA Requirements) attached hereto and incorporated herein by reference.

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46. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

47. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

48. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

49. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

50. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

51. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

52. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

53. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	**CONSULTANT JACOBS PROJECT MANAGEMENT**
By:_____ **[INSERT NAME]** Chair	By: _____ Signature _____ Name _____ Title
Approved as to Form: By:_____ Best, Best & Krieger LLP General Counsel	**ATTEST:** By: _____ Its: _____

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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A" - SCOPE OF WORK

The Commission intends to contract with an on-call “bench” of qualified consultants to provide for Construction Management Services, Material Testing and Construction Surveying Services for the construction of Rail, Transit and Commuter Rail Station Infrastructure and Facilities Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission’s model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which construction management and related services may be required include station platform improvements, passenger shelters, station amenities, landscaping access ways involving pedestrian connections, fencing for access control, parking lot improvements, bicycle paths and bicycle storage solutions to facilitate active transportation in the stations. In addition, construction management and related services may be required for station related track work, signals, Quiet Zones and layover facilities. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

List of Potential Projects

- Railroad Track Addition/Rehabilitation/Replacement
- Railroad Platform Expansion and Improvements
- Pedestrian At-grade Railroad Crossings
- Railroad Layover Facilities
- Railroad Signal Systems
- Railroad Grade Crossings
- Transit and Commuter Railroad Station Facility Improvements
- Parking Structure Design and Development
- Parking Lot Improvements, Rehabilitation and Expansions
- Pedestrian Bridge Structure
- Passenger Shelters
- Station Security and Safety Elements

As construction management support needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth

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in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associate with each ATO and the funding will be identified at the time the scope of work is released.

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2. PERFORMANCE REQUIREMENTS

2.1 Construction Management: Offeror shall furnish a Project Manager/Resident Engineer to coordinate Offeror's operations with Commission. The Project Manager shall be responsible for all matters related to Offeror's personnel and operations. A Resident Engineer shall be assigned as a single point of contact to direct and coordinate construction activities. Other Assistant Resident Engineers may be assigned to specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer, registered in the State of California, and shall be in responsible charge of construction activity within the Project.

The number of Offeror's personnel assigned to the Project will vary throughout the duration of the agreement. Offeror's personnel shall be assigned, in varying levels of responsibility, as needed by the Offeror to meet the Project schedule and comply with Project requirements.

Resumes of personnel shall be submitted to the Commission for review and approval prior to approval of an ATO and assignment to the Project. The Commission and Offeror will jointly determine the quality and quantity of services that are required by Offeror personnel. Personnel selected for assignment by Offeror shall be made available for personal interviews prior to acceptance by the Commission. If, in the opinion of Commission, an individual lacks adequate or appropriate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of Offeror personnel is unsatisfactory to the Commission, the Commission may release him/her by written notice and may require that another qualified person be assigned.

If Offeror personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for Offeror personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Offeror personnel. The Project Manager, with concurrence from the Commission, shall have the authority to increase, decrease, or eliminate Offeror personnel work hours' dependent on the schedule and requirements of the construction Contractor. All overtime required by Offeror personnel shall be approved and authorized by the Commission prior to each occurrence.

Offeror personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. Offeror personnel shall cooperate and consult with the Commission and city officials during the course of the Project. Offeror's personnel shall perform duties as may be required to assure that construction is performed in accordance with the Project plans and specifications. Offeror's personnel shall keep accurate and timely records and document all work performed by the Contractor and Offeror.

Offeror shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

Offeror's personnel shall assist the Commission and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control outside of the Project's limits.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

2.2 Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction Contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction Contractor.

The Resident Engineer shall coordinate materials testing and inspection with the Contractor to avoid delay.

The Commission intends to maintain a consistency of material testing quality throughout each phase of each Project. Offeror is therefore encouraged to provide,

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when possible, the same field personnel for the duration of construction of the Project.

Resumes of materials testing personnel shall be submitted to the Commission for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, Commission may release that field person and require that another be assigned as needed.

If a member of Offeror's personnel is on a leave of absence, Offeror's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

All personnel shall be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with the Commission and local agency officials during the course of the agreement; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. Offeror's personnel shall be experienced in performing inspections and/or testing in accordance with requirements described or inferred from the construction contract special provisions and plans and shall keep records and document the work as directed by the Resident Engineer and/or required by the local agency having jurisdiction. All records will be provided to the Commission in both hard copy and electronic format at the completion of the project. Also Commission staff shall be provided electronic remote access to the Consultant document control system.

All services required hereunder shall be performed in accordance with Caltrans, SCRRA, AREMA or applicable Specifications for Public Works (Greenbook) regulations, policies, procedures, manuals, and referenced standards.

2.3 Construction Surveying: Offeror shall furnish a surveying crew to perform construction surveys and final monumentation for the Project. The same survey crew shall provide services throughout the duration of the construction contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of the Commission to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, Offeror is encouraged to provide the same field personnel for the duration of construction. It is important that the Survey Party Chief(s) assigned to a project be completely familiar with the horizontal and vertical control at the project site as well as survey and documentation requirements for the Project.

Resumes of Offeror personnel and certification shall be submitted to the Commission for review. Offeror personnel must be approved by the Commission prior to assignment to a project. The Commission and Offeror will have the

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responsibility of determining the quality and quantity of work performed by Offeror personnel. If, at any time, the level of performance by Offeror's personnel is below expectations, Commission may release the survey crew member and require that another be assigned.

If Offeror's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager shall provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement shall be required to meet all the requirements of the permanently assigned employee.

Offeror's personnel shall:

- Be knowledgeable of and comply with applicable building codes and local, state, and federal regulations;
- Be knowledgeable of Caltrans surveying requirements;
- Cooperate and consult with Commission officials during the course of the agreement;
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications; and
- Keep records and document work as directed by the Resident Engineer.

All services required hereunder shall be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards except as directed otherwise by the Commission.

3. DUTIES AND RESPONSIBILITIES

3.1 Pre-construction Services

a Plan Review

Offeror shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, Resident Engineer's pending files, liaison with local agencies (including Building Permit requirements), utility arrangements, operational arrangements with BNSF, SCRRA and/or RTA (as needed), and existing station operations in order to verify completeness and consistency of documents throughout the Project. As a minimum, Offeror shall check for quantity discrepancies, potential detail conflicts, constructability, and consistency between plans, specifications and pay items.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

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b Schedule

Offeror shall review the Design Engineer's proposed Project schedule with the Project plans and specifications to determine if the proposed sequence and duration of activities will provide for safe and expeditious completion of the Project.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

Offeror shall review the Design Engineer's Project estimate with the Project plans and specifications to verify that all aspects of the Project scope have been addressed.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

3.2 Bid Process

a. Bidding Process

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid questions and draft responses;
2) Draft addenda to the bid documents;
3. Review of bidder's documents;
4. Prepare bid tabulation.

b. Pre-construction Meetings

Offeror shall assist the Commission in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the Design Engineer, Caltrans, city officials, and utility companies.

c. Contract Award

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid for completeness and responsiveness.
2) Perform bid analysis.
3) Review of procedural items.
4) Check Contractor references, licenses, insurance, and sureties.
5) Coordinate with prospective Contractor for scheduling of award of the construction contract.

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All processes shall be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and/or relevant Commission procedures.

3.3 Construction Project Administration

a. Offeror shall administer Project construction contract using Caltrans Construction Manual as a guideline.

b. Offeror shall conduct regular Project coordination meetings with Contractor, Commission, local agencies, and Design Engineer, as appropriate.

c. Offeror shall review and approve the Contractor's Baseline Schedule and subsequent Updates and track weather or unsuitable site conditions on a weekly basis.

   Offeror shall prepare construction progress payments in conjunction with the Contractor per contract requirements and maintain payment records and supporting documentation. All progress payments shall be reviewed by the Commission for approval.

d. Offeror shall establish and maintain Project records. Project record keeping shall include, but is not limited to the following: correspondence, memoranda, contract documents, change orders, claims, Commission and engineer directives, meeting minutes, shop drawings, as-built changes, materials records, survey data, supplemental drawings, progress payments and requirements listed elsewhere. Offeror shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers.

e. Offeror shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

f. Offeror shall review and approve Contractors' construction schedules per contract requirements on an ongoing basis and alert the Commission to conditions that may lead to delays in completion of the Project.

g. Offeror shall prepare and submit a Monthly Project Report (MPR). The MPR shall include construction activity, accomplishments, safety and traffic

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issues, and status of Requests for Information (RFIs), submittals, current issues, Contract Change Orders (CCOs) and current Project budget and schedule. The format and contents of the MPR will be determined by RCTC. Provision of an MPR acceptable to the Commission will be a condition precedent for payment of the CM's invoices.

h. Offeror shall review and ensure compliance with environmental requirements.

i. Offeror shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

j. Offeror shall conduct labor interviews and review Contractors' certified payroll records/fringe benefit statements, etc. and maintain records to assist the Commission with monitoring labor compliance, DBE, and equal employment opportunity (EEO) requirements.

k. Offeror shall ensure that the Project meets all provisions of an approved Storm Water Pollution Prevention Plan (SWPPP) and/or Water Pollution Control Plan (WPCP) and coordinate with the State Water board by providing data into their SMARTS system.

l. Offeror shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

3.4 Construction Project Coordination

a. Offeror shall provide a qualified Resident Engineer and other qualified assistant Resident Engineers, as needed to effectively manage the Project.

b. Offeror Resident Engineer shall act as a single point of contact between Contractor, the Commission, Offeror's construction surveyor, Offeror's materials inspector, and utility companies. Offeror may, when requested by the Commission, act as point of contact between Design Engineers, Caltrans, cities with jurisdiction, utilities, and the public.

c. Offeror shall maintain regular contact with the Commission's Construction Manager.

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d. Offeror shall review contract plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to Commission. Should the Commission determine that changes are necessary, Offeror shall prepare Contract Change Orders (CCOs) and supporting transmittal memoranda in accordance with construction contract documents and Commission procedures.

e. Offeror shall monitor, coordinate, and track construction progress to ensure the Project proceeds on schedule and according to the order of work required in the plans and special provisions. Offeror shall direct the Contractor, in conjunction with Commission, to expedite work, as required, to maintain schedule.

f. Offeror shall coordinate review of shop drawings and Requests for Information (RFI) with the Design Engineer and RCTC's Construction Manager. Offeror shall log and track all submittals and RFIs.

g. Offeror shall provide a qualified SWPPP coordinator who shall review Contractor-prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with the cities with jurisdiction and the Commission. Offeror shall cooperate with Caltrans and/or monitoring agencies during inspections and field reviews.

h. Offeror shall coordinate the implementation of any changes with the Construction Manager and the Design Engineer.

i. Offeror shall review and approve Traffic Control Plans and forward to Commission as necessary.

j. Offeror shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

k. Offeror shall coordinate all Project construction activities with existing Station operations.

3.5 Construction Inspection

a. Offeror shall coordinate all construction inspection and special inspections that may be required by local agencies for the Project. Offeror shall ensure that appropriate city and local agency are notified and present as required

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throughout the Project. Offeror shall notify the Commission immediately regarding any directives, recommendations, notices, etc. received from agencies other than Commission.

b. Offeror shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. Offeror shall exercise reasonable care and diligence to discover and promptly replace, correct, and/or mitigate all defects or deficiencies in the materials or workmanship used in the Project. Any such deficiencies and their resolution shall be reported to the Commission.

d. Offeror personnel assigned to the Project shall be thoroughly familiar with contract special or technical provisions provided by the Design Engineer, , Standard Specifications and RCTC's General Conditions/Instructions to Bidders, Caltrans, SCRRA, Greenbook Standard Plans and City's building permit requirements and conditions of approval as they apply to the Project. Offeror personnel shall have the ability to read and interpret construction plans and specifications. Offeror personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, Offeror personnel shall be familiar with the construction requirements of the Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by Offeror personnel shall include, but are not limited to, the following:

1) Inspect installation of dry and wet utilities, inspection and testing of subgrade, aggregate base and paving, inspection of signage, pavement markings, and traffic striping, inspection of building foundation and wood frame building construction, inspection of retaining wall construction, landscaping and landscape irrigation, signals, electrical and systems installation and related construction activities. Work shall include checking grade and alignment, construction traffic control, and any other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents;

2) Identify actual and potential problems associated with the Project and recommending sound engineering solutions;

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3) Maintain awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel;

4) Prepare complete and accurate daily reports, engineering calculations, materials records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to document actual cost of force account work (time and materials payment);

5) Prepare construction sketches, drawings, and cross-sections, as necessary;

6) Maintain contemporaneous records of all additions or deviations from the approved plans for preparation of as-built plans;

7) Inspect for environmental compliance;

8) Arrange for lane closures in accordance with City of jurisdiction's procedures and coordinate any work with the California Highway Patrol and/or City's Public Works Department;

9) Maintain awareness of water discharge requirements. Monitor Contractors' compliance with applicable regulations and construction contract provisions;

10) Monitor Contractors' compliance with applicable regulations required by AQMD;

11) Ensure Contractors' compliance with Project Environmental Commitment Record; and

12) Other duties as may be required or reasonably requested.

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3.6 Construction Project Support

a. Construction Surveys

Offeror shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. Offeror may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction. The Resident Engineer shall review survey requests from the Contractor and arrange for the work, as appropriate. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

Offeror shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data shall include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including (where required) but not limited to:

- Utility locations (new and as-built);
- Clearing limits;
- Slope staking;
- Rough grade;
- Finish grade;
- Building layout;
- Storm drain, sanitary sewer, and irrigation systems; and
- Curbs, gutters, and sidewalk

Monitor for settlement, if required.

Global Positioning Satellite (GPS) equipment shall be utilized if required by the Commission.

2) Right of Way Lines

Existing right of way shall be established from Commission record information and existing monumentation.

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- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation and bench marks. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

- Final monumentation. Includes setting of centerline points of control upon completion of construction and documenting control bench marks on as-built plans.

3) Special Design – Data Surveys

Includes drainage, utility, and surveys that might be required for special field studies.

b. Materials Testing and Geotechnical Services

Offeror shall provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing shall be used to ensure that construction work conforms to the applicable requirements of the City with jurisdiction, Caltrans standards and specifications, and the Design Engineer's technical provisions for material quality and workmanship.

All field and laboratory testing shall be performed in accordance with California Test Methods or test methods specified by the Design Engineer in the technical provisions of the Contract.

Offeror shall be responsible for the accuracy and completeness of all test data compilation and results.

All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and California Test methods or procedures set forth by the Design Engineer or the city with jurisdiction. Failing tests shall be immediately reported internally to the Resident Engineer. All test results shall be recorded on appropriate forms. The test documents shall be legible and show the identity of the tester where appropriate. A summary sheet containing all results of a particular regime of tests shall be developed and kept current.

All test results and inspection reports shall be available to the Commission during construction and proved at the conclusion of construction.

c. Permits

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Offeror shall review construction of the Project for permit compliance and coordinate with Commission and the Design Engineer to ensure that necessary permits are obtained. Offeror shall assist Commission in the coordination, timely processing and verification of approval for all permits. Offeror shall maintain permits and permit documentation on site.

3.7 Construction Cost and Schedule

a. Offeror shall monitor and track the following:

1) Contract pay item quantities and payments;
2) Contract Change Orders;
3) Supplemental work items;
4) Agency and/or State furnished materials;
5) Materials-on-hand but not installed;
6) Anticipated extra work balance;
7) Contingency balance; and
8) Project budget.

b. Offeror shall review and monitor Contractor's schedule and inform Commission of any significant changes or deviations in the schedule.

c. Offeror shall provide and maintain a Project staffing plan of field office personnel. In cooperation with Commission, the staffing plan shall be periodically updated to reflect Project progress and needs.

3.8 Construction Contract Change Orders and Claims

a. Offeror shall receive and evaluate requests for changes and/or substitutions by the Contractor. Offeror shall coordinate proposed changes with the Commission's Construction Manager and shall prepare and submit Contract Change Orders to the Commission for approval accompanied by Offeror's Transmittal Memo describing background information, reasons for the change and proposed method of payment and/or adjustment of contract time.

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b. Offeror shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, Offeror shall consult with the Commission prior to its preparation. Unless directed otherwise by Commission, the preferred method of payment for Contract Change Orders should be as follows:

1) Agreed Price;
2) Adjustment in compensation to a bid item; and
3) Time and materials or Force Account.

c. Offeror shall identify and preemptively attempt to resolve all potential claims, track and monitor unresolved claims, and implement a claims avoidance process.

d. Offeror shall assist Commission, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against Commission or the Project.

3.9 Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. Offeror shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for Offeror's personnel;

b. Offeror shall prepare an Illness and Injury Protection Plan;

c. Offeror shall provide monthly safety status reports;

d. Offeror shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual as appropriate;

e. Offeror shall provide appropriate safety training for all Offeror field personnel;

f. Offeror shall provide all necessary safety equipment as required for Offeror personnel.

3.10 Construction Project Close Out

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a. Offeror shall conduct a final walk-through with the Commission and Design Engineers.

b. Offeror shall prepare a list of items to be completed and/or corrected by the Contractor [Punch List] for final completion of the Project.

c Offeror shall review and verify completeness of as-built drawings.

d. Offeror shall prepare final construction reports including the Project Completion Report.

e Offeror shall prepare and deliver to the Commission all Project files in accordance with Commission's and Caltrans policies.

f. Offeror shall assist the Commission and Contractor in obtaining final release of all Project permits.

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4. DELIVERABLES

In addition to the requirements described above, the Offeror shall provide the following:

a. Offeror 's Illness and Injury Prevention Plan as described in the CalOSHA Construction Safety Orders.

b. Correspondence to/from Contractor, Resident Engineers' daily reports, Assistant Resident Engineers' daily reports, and extra work diaries.

c. Approved Project Baseline Schedule and Monthly Updates with analysis with Weekly Statements of Working Days.

d. Monthly Project Reports.

e. Listing of approved submittals with supporting information.

f. RFI submittals and responses.

g. Monthly Construction Contract progress payments, back-up documentation, and support information as requested.

h. Contractor final payment documents, delivered to Commission no later than ten (10) working days after acceptance by Commission of the completed construction Projects.

i. Project Completion Report.

j. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

k. Certified payrolls and fringe benefit statements for all employees, Offeror and Contractor, who are subject to the State and/or Federal prevailing wage rates.

l. All materials test results and field testing and/or testing reports. Include reports required by the city's building officials.

m. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

1) Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein; and

2) Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

n. All original survey documents resulting from this agreement, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of the Commission. A copy of all survey documents furnished by Commission shall be retained by Offeror for future reference.

When the survey is performed with a total station survey system, the original field notes shall be submitted as a hard copy in a readable format of the data (observations) originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

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o. Deliverables to the Resident Engineer shall follow the format specified below:

- Horizontal Control;
- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions;
- Vertical Control;
- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum;
- Topography; and
- Alpha-numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans or SCRRA (Metrolink).

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):

  For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

  Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

p. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

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q. Other

As specified in the survey request.

5 EQUIPMENT AND MATERIAL TO BE PROVIDED BY OFFEROR

As agreed with Commission's Project Manager, the Offeror shall provide the following:

1) Office facilities including, telephones, desks, chairs, computers, and appropriate office equipment. One (1) office with a desk, chair, telephone, and computer shall be reserved for the Commission.

2) Tools and equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, Offeror's Cost Proposal, shall be reimbursed by the Commission as agreed by the Commissions' Project Manager.

3) Offeror personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, Offeror shall provide a base station at the field office.

4) Materials Testing facilities shall be fully equipped at all times to perform the services required, including but not limited to the following:

   A laboratory in close proximity to the Project shall be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

   Each vehicle shall be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

   Field personnel shall be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
   All laboratory and testing equipment shall be calibrated per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

5) Survey equipment and supplies shall be provided to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

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a. Survey vehicles

Survey vehicles will be suitable to perform the required work encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys; and
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less; and
- Suitable level rods for the work to be performed.

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i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions;
- Prisms, sufficient to perform the required work; and
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical; and
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans or SCRRA manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

n. Lighting may be required for nighttime survey work.

6 MATERIALS TO BE FURNISHED BY COMMISSION

1) The Commission will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared Resident Engineer files, and contracts.

2) The Commission will provide copies of all previously secured permits and Project authorizations.

3) Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the “Manual of Test”.

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7 STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current applicable Caltrans or Metrolink Manuals including:

1) Construction Manual and its revisions;
2) Quality Assurance Program Manual;
3) Manual of Traffic Controls for Construction and Maintenance Work Zones;
4) Local Agency Standards and latest edition of the California Uniform Building Code;
5) SCRRA Standard Plans and Specifications.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by Offeror shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Commission will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this agreement. Any Offeror employee who does not perform adequately shall be replaced if directed by the Commission Construction Manager.

8 AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by the Commission's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for Offeror's personnel.

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Unless otherwise directed by Commission, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by Commission.

9 LIMITATIONS OF AUTHORITY

Offeror does not have the authority to:

1) Authorize deviations from the Contract documents;
2) Approve substitute materials or equipment; except as authorized in writing by Commission;
3) Conduct or participate in tests or third party inspections; except as authorized in writing by Commission;
4) Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors;
5) Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions;
6) Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor;
7) Verbally authorize or approve change orders or extra work for the Project; and
8) Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

10 THIRD PARTY RELATIONSHIPS

This Agreement is intended to provide unique services for a specific project. In the development of the Project, Commission has worked closely with local jurisdictions such as the city of Riverside and others in the preparation of the construction documents and other Project related materials. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. Offeror shall take direction **only** from the Commission and shall regularly inform **only** Commission of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, Offeror may find occasion to meet with city representatives, the Design Engineer, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions,

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solicited or unsolicited, without obtaining specific direction from the Commission. All oral and written communication with outside agencies or Offeror's related to the Project shall be directed only to the Commission. Distribution of Project related communication and information shall be at the sole discretion of Commission representatives.

11 CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this agreement, the following also shall apply:

1) Offeror shall conform to the safety provisions of the Caltrans Construction Manual;
2) Offeror's field personnel shall wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soles with steel toe protection at all times while working in the field;
3) Offeror shall provide appropriate safety training for all Offeror's personnel including rail safety for BNSF or Metrolink, as appropriate; and
4) All safety equipment shall be provided by Offeror.

12 BASIS FOR SURVEY AND MONUMENT STAKING

Survey shall be based upon existing horizontal and vertical control and existing pavement elevations.

Monuments established by Offeror shall be marked by Offeror with furnished disks, plugs, tags. In addition, Offeror shall identify Offeror-established monuments by tagging or stamping the monuments with the license or registration number of Offeror's surveyor who is in "responsible charge" of the work.

13 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by the Commission.

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EXHIBIT "B"- COMPENSATION AND PAYMENT

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Jacobs Project Management	Construction Management Services	$ 8,000,000.00
	Sub Consultants:	
Pacific Railway Enterprise (PRE)	Railroad Systems Integration and Signaling	TBD
SB&O	Rail Survey	TBD
G3 Quality, Inc.	Material Testing	TBD
ZTC Consulting	Source Inspection	TBD
Meadows Consulting	Labor Compliance	TBD
	TOTAL COSTS	**$ 8,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. DEBARMENT AND SUSPENSION CERTIFICATION

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

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B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable

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finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. **INVENTIONS.**

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. **ENVIRONMENTAL COMPLIANCE**

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

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EXHIBIT "D" - FTA PROVISIONS

FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement."

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,
national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees

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to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. <u>There is no FTA DBE goal on this Project</u>.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

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E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. Buy America – Not applicable.

12. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. Equal Employment Opportunity — Not applicable.

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.

C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

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After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

14. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the

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notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on

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its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

d. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), applies to this Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) Enforcement for non-compliance. Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

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a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Issam Khalaf

Title: Vice President

Telephone No.: (949) 224-7607 Date: March 16, 2023

Authorized for Local Reproduction

Standard Form - LLL

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Standard Form LLL Rev. 04-28-06

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Agreement No. 23-33-070-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
KLEINFELDER CONSTRUCTION SERVICES, INC.
FOR ON-CALL
CONSTRUCTION MANAGEMENT SERVICES, MATERIALS TESTING,
AND CONSTRUCTION SURVEYING SERVICES
FOR THE
CONSTRUCTION OF COMMUTER RAIL STATION CAPITAL IMPROVEMENT
PROJECTS**

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Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KLEINFELDER CONSTRUCTION SERVICES, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as “Party”, and collectively as the “Parties”.

Recitals.

A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.

D. A source of funding for payment for on-call professional consulting services provided under this Agreement may be Proposition 1B funds (“Prop 1B”) funds administered by the California Department of Transportation (“Caltrans”), and/or funds from the Federal Transit Administration (“FTA”). This Agreement shall not be deemed to be approved by the Commission until the certification shown in Exhibit “E” attached hereto and incorporated herein by reference, is executed.

E. Consultant desires to perform and assume responsibility for the provision of certain on-call construction management services for the construction of commuter rail station capital improvement projects in the County of Riverside, California. Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order"). Consultant represents that it is experienced in providing such services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. Commission desires to engage Consultant to render such services on an on-call basis. Services shall be ordered by Task Order(s) to be issued pursuant to this Agreement for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

Terms.

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the on-call construction management services for the Projects ("Services"). The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued by the Commission's Executive Director or designee. No Services shall be performed unless authorized by a fully executed Task Order. All Services shall be subject to, and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Task Orders; Commencement of Services; Schedule of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

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3. Pre-Award Audit. As a result of the funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" or other authorization to proceed under a Task Order may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The funding provided under this Agreement is contingent on meeting all funding requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The Consultant's files shall be maintained in a manner to facilitate State process reviews. In addition, Caltrans may require that prior to performance of any work for which funding reimbursement through Caltrans is requested and provided, that Caltrans must give to Commission an "Authorization to Proceed".

4. Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 22 and 23 of this Agreement.

Section 4.2 and 4.3 shall apply to the extent applicable to the Task Order and funding source.

4.2 During any Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA, Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines is received and approved by Caltrans.

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Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all Task Orders issued under this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on (DATE), unless extended by contract amendment. The Commission may extend the term of this Agreement, in its sole discretion, for one additional two (2) year period.

5.2 Consultant is advised that any recommendation for contract award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

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5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates Marc McIntyre to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are: Marc McIntyre, Ben Rhode, KC Schaefer, Keith Kranda, Roberto Becerra, Mark Plotnikiewicz, Rey Nocon, or as otherwise identified in the Task Order.

9. Standard of Care; Licenses. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors

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have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance.

11. Project Progress.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi-weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

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11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, pandemics, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

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15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator and Caltrans to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term set forth herein the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to

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reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. For Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "B" and incorporated herein by reference, or any cost proposal included as part of a Task Order ("Cost Proposal") unless additional reimbursement is provided for by written amendment. In no event, shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. To the extent legally permissible, Consultant's approved overhead rate shall be fixed for the term of this Agreement. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal, this Agreement or any Task Order is required, the Agreement time or actual costs reimbursable by Commission shall be adjusted by written amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

19.2 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee to be set forth in each Task Order ("Fixed Fee"). The Fixed Fee is

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nonadjustable for each Task Order, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.3 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.4 When milestone cost estimates are included in the approved Cost Proposal for a Task Order, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.5 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of the Fixed Fee shall be included in the monthly progress payments. If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21, Termination.

19.6 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.7 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

19.8 The total amount payable by Commission, including the Fixed Fee, shall not exceed the amount set forth in each Task Order.

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19.9 Commission has or will enter into Three (3) task order contracts for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Construction Management Services Task Order Contracts"). The other Construction Management Services Task Order Contracts are AECOM (23-33-047-00) and Jacobs Project Management Co (23-33-069-00). The total amount payable by Commission for the Construction Management Services Task Order Contracts shall not exceed a cumulative maximum total value of Eight Million Dollars ($8,000,000) ("NTE Sum"). It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under the Construction Management Services Task Order Contracts through Task Orders. Each time a Task Order is awarded under any of the Construction Management Services Task Order Contracts, Commission must send written notification to Consultant and each of the other consultants entering into the Construction Management Services Task Order Contracts. The notice must identify the total funds allocated under issued Task Orders, and the remaining unencumbered amount of the NTE Sum. Consultant acknowledges and agrees that Commission must not pay any amount under this Agreement that would exceed the NTE Sum, and Consultant must not enter into a Task Order that exceeds the NTE Sum.

19.10 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.11 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

19.12 All subcontracts in excess of $25,000 shall contain the above provisions.

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

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21. Termination.

21.1 Commission reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to Consultant, for any or no reason, with the reasons for termination stated in the notice. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order.

21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the Services in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in the Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination

21.4 Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

21.5 In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established in this Agreement. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

21.6 The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

21.7 Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

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21.8 Consultant may not terminate this Agreement except for cause.

22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

22.4 All subcontracts in excess of $25,000 shall contain the above provisions.

23. Retention of Records/Audit. For the purpose of determining compliance with, as applicable, 2 CFR Part 200, Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under this Agreement. The State, State Auditor, Commission, or any duly authorized representative of the State or Federal Government shall have access to any books, records, and documents of Consultant and it's certified public accountants (CPA) work papers that are pertinent to this Agreement and, if applicable, indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of $25,000 shall contain this provision.

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

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24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services contemplated with resources available within its own organization and no portion of the Services pertinent to this Agreement shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

25.3 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by Commission.

25.4 Any subcontract in excess of $25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "B" may set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "B" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "B" or in a Task Order. The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

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26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in the Cost Proposal and exceeding $5,000 prior authorization, in writing, by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

26.3 Any equipment purchased as a result of this Agreement is subject to the following: Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of $5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than $5,000 is credited to the Project.

26.4 All subcontracts in excess $25,000 shall contain the above provisions.

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than $25,000 for public works construction or more than $15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the

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minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See http://www.dir.ca.gov.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

27.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, $50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade

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shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for

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wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

28.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

28.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

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29. Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold Commission, Caltrans and their directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, inverse condemnation, and any claims related to property acquisition and relocation rules or failure to detect or abate hazardous materials, which are brought by a third party, and which , in any manner arise out of or are incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, Caltrans, and their directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, Caltrans or their directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, Caltrans and their directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, Caltrans or their directors, officials officers, employees, consultants, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligations as set forth in this Section 29 shall survive expiration or termination of this Agreement.

30. Insurance.

30.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of $1,000,000 per accident.

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than $1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than $2,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

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30.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's or Caltrans' insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

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(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expense.

30.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may

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approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director,

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other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

33. Prohibited Interests.

33.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

33.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

(c) Any subcontract in excess of $25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

(d) Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.

33.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with the attached instructions.

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(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section 3.23.5 be included in all Consultant subcontracts which exceed $100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

35. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

36. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

37. Disputes; Attorneys' Fees.

37.1 Prior to commencing any action hereunder, the Parties shall attempt in good faith to resolve any dispute arising between them. The pendency of a dispute shall not excuse Consultant from full and timely performance of the Services.

37.2. If the Parties are unable to resolve a dispute after attempting in good faith to do so, the Parties may seek any other available remedy to resolve the dispute. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

38. Time of Essence. Time is of the essence for each and every provision of this Agreement.

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39. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

40. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:	**COMMISSION**:
Kleinfelder Construction Services	Riverside County Transportation Commission
2280 Market Street, Suite 300	4080 Lemon Street, 3rd Floor
Riverside, CA 92501	Riverside, CA 92501
Attn: Marc McIntyre	Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

41. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

42. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

43. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

44. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

45. Provisions Applicable When State Funds or Federal Funds Are Involved. When funding for the Services under a Task Order is provided, in whole or in part, from Caltrans, Consultant shall also fully and adequately comply with the provisions included in Exhibit “C” (California Department of Transportation requirements) attached hereto and incorporated herein by reference. When funding for the Services under a Task Order is provided, in whole or in part, from the FTA, Consultant shall also fully and adequately comply with the provisions included in Exhibit “D” (FTA Requirements) attached hereto and incorporated herein by reference.

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46. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

47. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

48. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

49. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

50. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

51. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

52. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

53. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

54. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

[Signatures on following page]

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SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FTA AND PROPOSITION 1B FUNDING/ASSISTANCE

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By:_____ **[INSERT NAME]** Chair *Approved as to Form:* By:_____ Best, Best & Krieger LLP General Counsel	**CONSULTANT** **KLEINFELDER CONSTRUCTION SERVICES, INC.** By: _____ Signature _____ Name _____ Title **ATTEST:** By: _____ Its: _____

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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A" - SCOPE OF WORK

The Commission intends to contract with an on-call “bench” of qualified consultants to provide for Construction Management Services, Material Testing and Construction Surveying Services for the construction of Rail, Transit and Commuter Rail Station Infrastructure and Facilities Capital Improvement Projects on an on-call basis pursuant to task orders to be issued in accordance with the terms of this RFQ and the Commission’s model agreement. The selected consultants will supplement the work of the Commission Staff in accordance with the specifications described herein.

Projects for which construction management and related services may be required include station platform improvements, passenger shelters, station amenities, landscaping access ways involving pedestrian connections, fencing for access control, parking lot improvements, bicycle paths and bicycle storage solutions to facilitate active transportation in the stations. In addition, construction management and related services may be required for station related track work, signals, Quiet Zones and layover facilities. The foregoing generally described projects may include upgrade to technology with improved ticket vending machines, customer information kiosks, communicator upgrades, signage and potentially wireless connectivity.

List of Potential Projects

- Railroad Track Addition/Rehabilitation/Replacement
- Railroad Platform Expansion and Improvements
- Pedestrian At-grade Railroad Crossings
- Railroad Layover Facilities
- Railroad Signal Systems
- Railroad Grade Crossings
- Transit and Commuter Railroad Station Facility Improvements
- Parking Structure Design and Development
- Parking Lot Improvements, Rehabilitation and Expansions
- Pedestrian Bridge Structure
- Passenger Shelters
- Station Security and Safety Elements

As construction management support needs arise, the Commission will develop a brief scope of work and will issue a request for task order proposals to the bench of contracted firms selected pursuant to this RFQ. Award of task orders will be made to the firm: (i) determined most qualified based on a review of the task order proposals in accordance with the review criteria to be set forth

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in the request for task order, and (ii) proposing a reasonable price, as determined by the Commission. If the Commission and the first ranked firm are unable to negotiate a reasonable price for the task order work, negotiations shall commence with the next highest ranked firm, and shall continue until a task order is awarded. For non-State or federally funded task orders, the Commission may include price as a consideration in task order proposal evaluation and award, and/or may issue task orders in accordance with procedures determined to be in the Commission's best interest.

Approval and authorization to proceed for the designated scope of work will be documented in an Agreement Task Order (ATO). The consultant will be required to commence work within five days or sooner after receiving a fully executed ATO.

Payment for each ATO will be in accordance with the Cost Proposal conditions in the selected consultant's parent agreement.

These services will be funded using a variety of federal, state, and local funds. The consultant shall meet all the requirements associated with the specific fund type associate with each ATO and the funding will be identified at the time the scope of work is released.

2. PERFORMANCE REQUIREMENTS

2.1 Construction Management: Offeror shall furnish a Project Manager/Resident Engineer to coordinate Offeror's operations with Commission. The Project Manager shall be responsible for all matters related to Offeror's personnel and operations. A Resident Engineer shall be assigned as a single point of contact to direct and coordinate construction activities. Other Assistant Resident Engineers may be assigned to specific project responsibilities as needed. The Resident Engineer shall be a Civil Engineer, registered in the State of California, and shall be in responsible charge of construction activity within the Project.

The number of Offeror's personnel assigned to the Project will vary throughout the duration of the agreement. Offeror's personnel shall be assigned, in varying levels of responsibility, as needed by the Offeror to meet the Project schedule and comply with Project requirements.

Resumes of personnel shall be submitted to the Commission for review and approval prior to approval of an ATO and assignment to the Project. The Commission and Offeror will jointly determine the quality and quantity of services that are required by Offeror personnel. Personnel selected for assignment by Offeror shall be made available for personal interviews prior to acceptance by the Commission. If, in the opinion of Commission, an individual lacks adequate or appropriate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of Offeror personnel is unsatisfactory to the Commission, the Commission may release him/her by written notice and may require that another qualified person be assigned.

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If Offeror personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for Offeror personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for Offeror personnel. The Project Manager, with concurrence from the Commission, shall have the authority to increase, decrease, or eliminate Offeror personnel work hours' dependent on the schedule and requirements of the construction Contractor. All overtime required by Offeror personnel shall be approved and authorized by the Commission prior to each occurrence.

Offeror personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. Offeror personnel shall cooperate and consult with the Commission and city officials during the course of the Project. Offeror's personnel shall perform duties as may be required to assure that construction is performed in accordance with the Project plans and specifications. Offeror's personnel shall keep accurate and timely records and document all work performed by the Contractor and Offeror.

Offeror shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

Offeror's personnel shall assist the Commission and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control outside of the Project's limits.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

2.2 Materials Testing: The number of field testing personnel assigned to the Project will vary throughout the duration of the construction Contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction Contractor.

The Resident Engineer shall coordinate materials testing and inspection with the Contractor to avoid delay.

The Commission intends to maintain a consistency of material testing quality throughout each phase of each Project. Offeror is therefore encouraged to provide,

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when possible, the same field personnel for the duration of construction of the Project.

Resumes of materials testing personnel shall be submitted to the Commission for review and approval prior to assignment to the Project. If, at any time, the level of performance of any testing personnel is below expectations, Commission may release that field person and require that another be assigned as needed.

If a member of Offeror's personnel is on a leave of absence, Offeror's Project Manager will provide an equally qualified replacement employee until the original member returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

All personnel shall be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with the Commission and local agency officials during the course of the agreement; and perform other duties as may be required to assure that the construction is being performed in accordance with the Project plans and specifications. Offeror's personnel shall be experienced in performing inspections and/or testing in accordance with requirements described or inferred from the construction contract special provisions and plans and shall keep records and document the work as directed by the Resident Engineer and/or required by the local agency having jurisdiction. All records will be provided to the Commission in both hard copy and electronic format at the completion of the project. Also Commission staff shall be provided electronic remote access to the Consultant document control system.

All services required hereunder shall be performed in accordance with Caltrans, SCRRA, AREMA or applicable Specifications for Public Works (Greenbook) regulations, policies, procedures, manuals, and referenced standards.

2.3 Construction Surveying: Offeror shall furnish a surveying crew to perform construction surveys and final monumentation for the Project. The same survey crew shall provide services throughout the duration of the construction contract. Offeror's personnel shall be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor.

It is the intent of the Commission to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, Offeror is encouraged to provide the same field personnel for the duration of construction. It is important that the Survey Party Chief(s) assigned to a project be completely familiar with the horizontal and vertical control at the project site as well as survey and documentation requirements for the Project.

Resumes of Offeror personnel and certification shall be submitted to the Commission for review. Offeror personnel must be approved by the Commission prior to assignment to a project. The Commission and Offeror will have the

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responsibility of determining the quality and quantity of work performed by Offeror personnel. If, at any time, the level of performance by Offeror's personnel is below expectations, Commission may release the survey crew member and require that another be assigned.

If Offeror's survey crew personnel assigned to the Project is on a leave of absence, the Project Manager shall provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement shall be required to meet all the requirements of the permanently assigned employee.

Offeror's personnel shall:

- Be knowledgeable of and comply with applicable building codes and local, state, and federal regulations;
- Be knowledgeable of Caltrans surveying requirements;
- Cooperate and consult with Commission officials during the course of the agreement;
- Perform duties as may be required to assure construction is performed in accordance with the Project plans and specifications; and
- Keep records and document work as directed by the Resident Engineer.

All services required hereunder shall be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards except as directed otherwise by the Commission.

3. DUTIES AND RESPONSIBILITIES

3.1 Pre-construction Services

a Plan Review

Offeror shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, Resident Engineer's pending files, liaison with local agencies (including Building Permit requirements), utility arrangements, operational arrangements with BNSF, SCRRA and/or RTA (as needed), and existing station operations in order to verify completeness and consistency of documents throughout the Project. As a minimum, Offeror shall check for quantity discrepancies, potential detail conflicts, constructability, and consistency between plans, specifications and pay items.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

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b Schedule

Offeror shall review the Design Engineer's proposed Project schedule with the Project plans and specifications to determine if the proposed sequence and duration of activities will provide for safe and expeditious completion of the Project.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

Offeror shall review the Design Engineer's Project estimate with the Project plans and specifications to verify that all aspects of the Project scope have been addressed.

Offeror shall provide a written report of its findings and recommendations to the Commission's Project Manager.

3.2 Bid Process

a. Bidding Process

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid questions and draft responses;
2) Draft addenda to the bid documents;
3. Review of bidder's documents;
4. Prepare bid tabulation.

b. Pre-construction Meetings

Offeror shall assist the Commission in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the Design Engineer, Caltrans, city officials, and utility companies.

c. Contract Award

Offeror shall assist the Commission, as requested, with the following tasks:

1) Review bid for completeness and responsiveness.
2) Perform bid analysis.
3) Review of procedural items.
4) Check Contractor references, licenses, insurance, and sureties.
5) Coordinate with prospective Contractor for scheduling of award of the construction contract.

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All processes shall be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and/or relevant Commission procedures.

3.3 Construction Project Administration

a. Offeror shall administer Project construction contract using Caltrans Construction Manual as a guideline.

b. Offeror shall conduct regular Project coordination meetings with Contractor, Commission, local agencies, and Design Engineer, as appropriate.

c. Offeror shall review and approve the Contractor's Baseline Schedule and subsequent Updates and track weather or unsuitable site conditions on a weekly basis.

   Offeror shall prepare construction progress payments in conjunction with the Contractor per contract requirements and maintain payment records and supporting documentation. All progress payments shall be reviewed by the Commission for approval.

d. Offeror shall establish and maintain Project records. Project record keeping shall include, but is not limited to the following: correspondence, memoranda, contract documents, change orders, claims, Commission and engineer directives, meeting minutes, shop drawings, as-built changes, materials records, survey data, supplemental drawings, progress payments and requirements listed elsewhere. Offeror shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers.

e. Offeror shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

f. Offeror shall review and approve Contractors' construction schedules per contract requirements on an ongoing basis and alert the Commission to conditions that may lead to delays in completion of the Project.

g. Offeror shall prepare and submit a Monthly Project Report (MPR). The MPR shall include construction activity, accomplishments, safety and traffic

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issues, and status of Requests for Information (RFIs), submittals, current issues, Contract Change Orders (CCOs) and current Project budget and schedule. The format and contents of the MPR will be determined by RCTC. Provision of an MPR acceptable to the Commission will be a condition precedent for payment of the CM's invoices.

h. Offeror shall review and ensure compliance with environmental requirements.

i. Offeror shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.

j. Offeror shall conduct labor interviews and review Contractors' certified payroll records/fringe benefit statements, etc. and maintain records to assist the Commission with monitoring labor compliance, DBE, and equal employment opportunity (EEO) requirements.

k. Offeror shall ensure that the Project meets all provisions of an approved Storm Water Pollution Prevention Plan (SWPPP) and/or Water Pollution Control Plan (WPCP) and coordinate with the State Water board by providing data into their SMARTS system.

l. Offeror shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

3.4 Construction Project Coordination

a. Offeror shall provide a qualified Resident Engineer and other qualified assistant Resident Engineers, as needed to effectively manage the Project.

b. Offeror Resident Engineer shall act as a single point of contact between Contractor, the Commission, Offeror's construction surveyor, Offeror's materials inspector, and utility companies. Offeror may, when requested by the Commission, act as point of contact between Design Engineers, Caltrans, cities with jurisdiction, utilities, and the public.

c. Offeror shall maintain regular contact with the Commission's Construction Manager.

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d. Offeror shall review contract plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to Commission. Should the Commission determine that changes are necessary, Offeror shall prepare Contract Change Orders (CCOs) and supporting transmittal memoranda in accordance with construction contract documents and Commission procedures.

e. Offeror shall monitor, coordinate, and track construction progress to ensure the Project proceeds on schedule and according to the order of work required in the plans and special provisions. Offeror shall direct the Contractor, in conjunction with Commission, to expedite work, as required, to maintain schedule.

f. Offeror shall coordinate review of shop drawings and Requests for Information (RFI) with the Design Engineer and RCTC's Construction Manager. Offeror shall log and track all submittals and RFIs.

g. Offeror shall provide a qualified SWPPP coordinator who shall review Contractor-prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with the cities with jurisdiction and the Commission. Offeror shall cooperate with Caltrans and/or monitoring agencies during inspections and field reviews.

h. Offeror shall coordinate the implementation of any changes with the Construction Manager and the Design Engineer.

i. Offeror shall review and approve Traffic Control Plans and forward to Commission as necessary.

j. Offeror shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

k. Offeror shall coordinate all Project construction activities with existing Station operations.

3.5 Construction Inspection

a. Offeror shall coordinate all construction inspection and special inspections that may be required by local agencies for the Project. Offeror shall ensure that appropriate city and local agency are notified and present as required

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throughout the Project. Offeror shall notify the Commission immediately regarding any directives, recommendations, notices, etc. received from agencies other than Commission.

b. Offeror shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.

c. Offeror shall exercise reasonable care and diligence to discover and promptly replace, correct, and/or mitigate all defects or deficiencies in the materials or workmanship used in the Project. Any such deficiencies and their resolution shall be reported to the Commission.

d. Offeror personnel assigned to the Project shall be thoroughly familiar with contract special or technical provisions provided by the Design Engineer, , Standard Specifications and RCTC's General Conditions/Instructions to Bidders, Caltrans, SCRRA, Greenbook Standard Plans and City's building permit requirements and conditions of approval as they apply to the Project. Offeror personnel shall have the ability to read and interpret construction plans and specifications. Offeror personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, Offeror personnel shall be familiar with the construction requirements of the Caltrans Storm Water Pollution Prevention Program.

e. Assignments to be performed by Offeror personnel shall include, but are not limited to, the following:

1) Inspect installation of dry and wet utilities, inspection and testing of subgrade, aggregate base and paving, inspection of signage, pavement markings, and traffic striping, inspection of building foundation and wood frame building construction, inspection of retaining wall construction, landscaping and landscape irrigation, signals, electrical and systems installation and related construction activities. Work shall include checking grade and alignment, construction traffic control, and any other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents;

2) Identify actual and potential problems associated with the Project and recommending sound engineering solutions;

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3) Maintain awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel;

4) Prepare complete and accurate daily reports, engineering calculations, materials records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to document actual cost of force account work (time and materials payment);

5) Prepare construction sketches, drawings, and cross-sections, as necessary;

6) Maintain contemporaneous records of all additions or deviations from the approved plans for preparation of as-built plans;

7) Inspect for environmental compliance;

8) Arrange for lane closures in accordance with City of jurisdiction's procedures and coordinate any work with the California Highway Patrol and/or City's Public Works Department;

9) Maintain awareness of water discharge requirements. Monitor Contractors' compliance with applicable regulations and construction contract provisions;

10) Monitor Contractors' compliance with applicable regulations required by AQMD;

11) Ensure Contractors' compliance with Project Environmental Commitment Record; and

12) Other duties as may be required or reasonably requested.

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3.6 Construction Project Support

a. Construction Surveys

Offeror shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. Offeror may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction. The Resident Engineer shall review survey requests from the Contractor and arrange for the work, as appropriate. Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

Offeror shall assist the Resident Engineer in all phases of construction staking and calculations as needed.

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data shall include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including (where required) but not limited to:

- Utility locations (new and as-built);
- Clearing limits;
- Slope staking;
- Rough grade;
- Finish grade;
- Building layout;
- Storm drain, sanitary sewer, and irrigation systems; and
- Curbs, gutters, and sidewalk

Monitor for settlement, if required.

Global Positioning Satellite (GPS) equipment shall be utilized if required by the Commission.

2) Right of Way Lines

Existing right of way shall be established from Commission record information and existing monumentation.

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- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation and bench marks. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

- Final monumentation. Includes setting of centerline points of control upon completion of construction and documenting control bench marks on as-built plans.

3) Special Design – Data Surveys

Includes drainage, utility, and surveys that might be required for special field studies.

b. Materials Testing and Geotechnical Services

Offeror shall provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing shall be used to ensure that construction work conforms to the applicable requirements of the City with jurisdiction, Caltrans standards and specifications, and the Design Engineer's technical provisions for material quality and workmanship.

All field and laboratory testing shall be performed in accordance with California Test Methods or test methods specified by the Design Engineer in the technical provisions of the Contract.

Offeror shall be responsible for the accuracy and completeness of all test data compilation and results.

All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and California Test methods or procedures set forth by the Design Engineer or the city with jurisdiction. Failing tests shall be immediately reported internally to the Resident Engineer. All test results shall be recorded on appropriate forms. The test documents shall be legible and show the identity of the tester where appropriate. A summary sheet containing all results of a particular regime of tests shall be developed and kept current.

All test results and inspection reports shall be available to the Commission during construction and proved at the conclusion of construction.

c. Permits

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Offeror shall review construction of the Project for permit compliance and coordinate with Commission and the Design Engineer to ensure that necessary permits are obtained. Offeror shall assist Commission in the coordination, timely processing and verification of approval for all permits. Offeror shall maintain permits and permit documentation on site.

3.7 Construction Cost and Schedule

a. Offeror shall monitor and track the following:

1) Contract pay item quantities and payments;
2) Contract Change Orders;
3) Supplemental work items;
4) Agency and/or State furnished materials;
5) Materials-on-hand but not installed;
6) Anticipated extra work balance;
7) Contingency balance; and
8) Project budget.

b. Offeror shall review and monitor Contractor's schedule and inform Commission of any significant changes or deviations in the schedule.

c. Offeror shall provide and maintain a Project staffing plan of field office personnel. In cooperation with Commission, the staffing plan shall be periodically updated to reflect Project progress and needs.

3.8 Construction Contract Change Orders and Claims

a. Offeror shall receive and evaluate requests for changes and/or substitutions by the Contractor. Offeror shall coordinate proposed changes with the Commission's Construction Manager and shall prepare and submit Contract Change Orders to the Commission for approval accompanied by Offeror's Transmittal Memo describing background information, reasons for the change and proposed method of payment and/or adjustment of contract time.

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b. Offeror shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, Offeror shall consult with the Commission prior to its preparation. Unless directed otherwise by Commission, the preferred method of payment for Contract Change Orders should be as follows:

1) Agreed Price;
2) Adjustment in compensation to a bid item; and
3) Time and materials or Force Account.

c. Offeror shall identify and preemptively attempt to resolve all potential claims, track and monitor unresolved claims, and implement a claims avoidance process.

d. Offeror shall assist Commission, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against Commission or the Project.

3.9 Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

a. Offeror shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for Offeror's personnel;

b. Offeror shall prepare an Illness and Injury Protection Plan;

c. Offeror shall provide monthly safety status reports;

d. Offeror shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual as appropriate;

e. Offeror shall provide appropriate safety training for all Offeror field personnel;

f. Offeror shall provide all necessary safety equipment as required for Offeror personnel.

3.10 Construction Project Close Out

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a. Offeror shall conduct a final walk-through with the Commission and Design Engineers.

b. Offeror shall prepare a list of items to be completed and/or corrected by the Contractor [Punch List] for final completion of the Project.

c Offeror shall review and verify completeness of as-built drawings.

d. Offeror shall prepare final construction reports including the Project Completion Report.

e Offeror shall prepare and deliver to the Commission all Project files in accordance with Commission's and Caltrans policies.

f. Offeror shall assist the Commission and Contractor in obtaining final release of all Project permits.

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4. DELIVERABLES

In addition to the requirements described above, the Offeror shall provide the following:

a. Offeror 's Illness and Injury Prevention Plan as described in the CalOSHA Construction Safety Orders.

b. Correspondence to/from Contractor, Resident Engineers' daily reports, Assistant Resident Engineers' daily reports, and extra work diaries.

c. Approved Project Baseline Schedule and Monthly Updates with analysis with Weekly Statements of Working Days.

d. Monthly Project Reports.

e. Listing of approved submittals with supporting information.

f. RFI submittals and responses.

g. Monthly Construction Contract progress payments, back-up documentation, and support information as requested.

h. Contractor final payment documents, delivered to Commission no later than ten (10) working days after acceptance by Commission of the completed construction Projects.

i. Project Completion Report.

j. All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, change order data, claims and claim reports, and Contractor payment records.

k. Certified payrolls and fringe benefit statements for all employees, Offeror and Contractor, who are subject to the State and/or Federal prevailing wage rates.

l. All materials test results and field testing and/or testing reports. Include reports required by the city's building officials.

m. Unless otherwise specified in the survey request, the deliverables shall conform to the following:

1) Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein; and

2) Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

n. All original survey documents resulting from this agreement, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of the Commission. A copy of all survey documents furnished by Commission shall be retained by Offeror for future reference.

When the survey is performed with a total station survey system, the original field notes shall be submitted as a hard copy in a readable format of the data (observations) originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

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o. Deliverables to the Resident Engineer shall follow the format specified below:

- Horizontal Control;
- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions;
- Vertical Control;
- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum;
- Topography; and
- Alpha-numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans or SCRRA (Metrolink).

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):

  For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.

- Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):

  Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.

p. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

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q. Other

As specified in the survey request.

5 EQUIPMENT AND MATERIAL TO BE PROVIDED BY OFFEROR

As agreed with Commission's Project Manager, the Offeror shall provide the following:

1) Office facilities including, telephones, desks, chairs, computers, and appropriate office equipment. One (1) office with a desk, chair, telephone, and computer shall be reserved for the Commission.

2) Tools and equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, Offeror's Cost Proposal, shall be reimbursed by the Commission as agreed by the Commissions' Project Manager.

3) Offeror personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, Offeror shall provide a base station at the field office.

4) Materials Testing facilities shall be fully equipped at all times to perform the services required, including but not limited to the following:

   A laboratory in close proximity to the Project shall be required. The type and location of the lab should be such that it can meet the needs of the Project in an efficient, time effective manner. The laboratory shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

   Each vehicle shall be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

   Field personnel shall be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
   All laboratory and testing equipment shall be calibrated per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

5) Survey equipment and supplies shall be provided to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

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a. Survey vehicles

Survey vehicles will be suitable to perform the required work encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

b. Data Processing Systems

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys; and
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less; and
- Suitable level rods for the work to be performed.

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i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions;
- Prisms, sufficient to perform the required work; and
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical; and
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

l. Radio or cellular communications equipment for communication between field office and field crews.

m. Caltrans or SCRRA manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

n. Lighting may be required for nighttime survey work.

6 MATERIALS TO BE FURNISHED BY COMMISSION

1) The Commission will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared Resident Engineer files, and contracts.

2) The Commission will provide copies of all previously secured permits and Project authorizations.

3) Appropriate forms for recording test data in accordance with Caltrans practices and procedures outlined in the “Manual of Test”.

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7 STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current applicable Caltrans or Metrolink Manuals including:

1) Construction Manual and its revisions;
2) Quality Assurance Program Manual;
3) Manual of Traffic Controls for Construction and Maintenance Work Zones;
4) Local Agency Standards and latest edition of the California Uniform Building Code;
5) SCRRA Standard Plans and Specifications.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by Offeror shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Commission will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this agreement. Any Offeror employee who does not perform adequately shall be replaced if directed by the Commission Construction Manager.

8 AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by the Commission's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for Offeror's personnel.

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Unless otherwise directed by Commission, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by Commission.

9 LIMITATIONS OF AUTHORITY

Offeror does not have the authority to:

1) Authorize deviations from the Contract documents;
2) Approve substitute materials or equipment; except as authorized in writing by Commission;
3) Conduct or participate in tests or third party inspections; except as authorized in writing by Commission;
4) Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors;
5) Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions;
6) Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor;
7) Verbally authorize or approve change orders or extra work for the Project; and
8) Offer or receive incentives, inducements, or other forms of remuneration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

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10 THIRD PARTY RELATIONSHIPS

This Agreement is intended to provide unique services for a specific project. In the development of the Project, Commission has worked closely with local jurisdictions such as the city of Riverside and others in the preparation of the construction documents and other Project related materials. The Commission, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. Offeror shall take direction **only** from the Commission and shall regularly inform **only** Commission of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, Offeror may find occasion to meet with city representatives, the Design Engineer, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Offeror shall not act on any suggestions,

solicited or unsolicited, without obtaining specific direction from the Commission. All oral and written communication with outside agencies or Offeror's related to the Project shall be directed only to the Commission. Distribution of Project related communication and information shall be at the sole discretion of Commission representatives.

11 CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this agreement, the following also shall apply:

1) Offeror shall conform to the safety provisions of the Caltrans Construction Manual;
2) Offeror's field personnel shall wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soles with steel toe protection at all times while working in the field;
3) Offeror shall provide appropriate safety training for all Offeror's personnel including rail safety for BNSF or Metrolink, as appropriate; and
4) All safety equipment shall be provided by Offeror.

12 BASIS FOR SURVEY AND MONUMENT STAKING

Survey shall be based upon existing horizontal and vertical control and existing pavement elevations.

Monuments established by Offeror shall be marked by Offeror with furnished disks, plugs, tags. In addition, Offeror shall identify Offeror-established monuments by tagging or stamping the monuments with the license or registration number of Offeror's surveyor who is in "responsible charge" of the work.

13 PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by the Commission.

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EXHIBIT "B"- COMPENSATION AND PAYMENT

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EXHIBIT "B"

COMPENSATION SUMMARY[1]

FIRM	PROJECT TASKS/ROLE	COST
	Prime Consultant:	
Kleinfelder Construction Services, inc.	Construction Management Services	$ 8,000,000.00
	Sub Consultants:	
Kleinfelder Inc.	Materials Sampling and Testing Services	TBD
Destination Enterprises, Inc.	Railroad Signals/Systems Inspection and Engineering	TBD
Pacific Railway Enterprises, Inc.	Railroad Signals/Communications Systems Inspection and Engineering	TBD
STC Traffic	Traffic Signal Inspection	TBD
CA Wehsener Engineering	Electrical/Communications System Inspection	TBD
SYRUSA Engineering, Inc.	Civil and Structural Inspection, Structures Representative	TBD
Guida Surveying	Construction Surveying	TBD
International Parking Design, Inc.	Parking Structure Design/Constructability Review	TBD
TRC Engineers	Stormwater Inspection and Support	TBD
	TOTAL COSTS	**$ 8,000,000.00**

[1] Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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EXHIBIT "C"

CALTRANS REQUIREMENTS/ PROP 1 B PROVISIONS

1. **STATEMENT OF COMPLIANCE.**

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

2. **DEBARMENT AND SUSPENSION CERTIFICATION**

A. Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to Commission.

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B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

3. PROMPT PAYMENT

Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission.

4. RELEASE OF RETAINAGE

No retainage will be withheld by the Agency from progress payments due the prime consultant. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to Consultant and its subconsultants.

5. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

6. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable

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finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

7. **INVENTIONS.**

Rights to Inventions and Data Made Under a Contract or Agreement — Consultant shall comply with Federal requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Contract, and shall be in compliance with 10 CFR 600.325 and Appendix A—Patent and Data Rights to Subpart D, Part 600.

8. **ENVIRONMENTAL COMPLIANCE**

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

C. Energy Policy and Conservation Act (Pub. L. 94—163, 89 Stat. 871.) — Consultant shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871), which are incorporated by reference in this Contract. (10 CFR 600.236(i)(13).)

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EXHIBIT "D" - FTA PROVISIONS

FTA FUNDING REQUIREMENTS (Non-construction/maintenance work)

As used herein, "RCTC" shall have the same meaning as the "Commission." The term "contract" or "Contract" shall have the same meaning as the "Agreement."

1. No Obligation by the Federal Government

a. RCTC and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

b. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions.

2. Program Fraud and False or Fraudulent Statements or Related Acts

a. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

b. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

c. The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

3. Access to Records

The Consultant agrees to the following access to records requirements:

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a. To provide RCTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Consultant also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

b. To make available in the case of a contract for a capital project or improvement, as defined above and awarded by other than competitive bidding in accordance with 49 U.S.C. 5325(a), records related to the contract to RCTC, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

c. To maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Consultant agrees to maintain same until RCTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

d. To permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

4. Federal Changes

The Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between RCTC and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

5. Civil Rights

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332 and 49 CFR part 21, the Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed,
national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees

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to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623, Federal transit law at 49 U.S.C. § 5332, the Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees that it will not discriminate against individuals on the basis of disability, and that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

(3) The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

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6. FTA Disadvantaged Business Enterprise (DBE) Requirements

A. General DBE Requirements: In accordance with Federal financial assistance agreements with the U.S. Department of Transportation (U.S. DOT), Commission has adopted a Disadvantaged Business Enterprise (DBE) Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs" (the "Regulations"). This RFP is subject to these stipulated regulations. In order to ensure that Commission achieves its overall DBE Program goals and objectives, Commission encourages the participation of DBEs as defined in 49 CFR 26 in the performance of contracts financed in whole or in part with U.S. DOT funds.

It is the policy of the Commission to:

1. Ensure nondiscrimination in the award and administration of DOT-assisted contracts;

2. Create a level playing field on which DBE's can compete fairly for DOT-assisted contracts;

3. Ensure that the DBE program is narrowly tailored in accordance with applicable law;

4. Ensure that only firms that fully meet 49 C.F.R. part 26 eligibility standards are permitted to participate as DBE's;

5. Help remove barriers to the participation of DBEs in DOT assisted contracts;

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities; and

7. Assist in the development of firms that can compete successfully in the marketplace outside the DBE program.

B. Discrimination: Consultant shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Any terms used herein that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations.

C. Commission's Race-Neutral DBE Program: A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms. Therefore, under a Race-Neutral DBE Program, Commission does not establish numeric race-conscious DBE participation goals on its DOT-assisted contracts. <u>There is no FTA DBE goal on this Project</u>.

Consultant shall not be required to achieve a specific level of DBE participation as a condition of contract compliance in the performance of this DOT-assisted contract. However, Consultant shall adhere to race-neutral DBE participation commitment(s) made at the time of award.

D. Race-Neutral DBE Submissions and Ongoing Reporting Requirements (Post-Award): At termination of the Contract, the successful Consultant shall complete and submit to Commission a "DBE Race-Neutral Participation Listing" in the form provided by Commission. In the event DBE(s) are utilized in the performance of the Agreement, Consultant shall comply with applicable reporting requirements.

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E. Performance of DBE Subconsultants: DBE subconsultants listed by Consultant in its "DBE Race-Neutral Participation Listing" submitted at the time of proposal shall perform the work and supply the materials for which they are listed, unless Consultant has received prior written authorization from Commission to perform the work with other forces or to obtain the materials from other sources. Consultant shall provide written notification to Commission in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

F. DBE Certification Status: If a listed DBE subconsultant is decertified during the life of this Agreement, the decertified subconsultant shall notify Consultant in writing with the date of decertification. If a non-DBE subconsultant becomes a certified DBE during the life of this Agreement, the DBE subconsultant shall notify Consultant in writing with the date of certification. Consultant shall furnish the written documentation to Commission in a timely manner. Consultant shall include this requirement in all subcontracts.

G. Consultant's Assurance Clause Regarding Non-Discrimination: In compliance with State and Federal anti-discrimination laws, Consultant shall affirm that it will not exclude or discriminate on the basis of race, color, national origin, or sex in consideration of contract award opportunities. Further, Consultant shall affirm that they will consider, and utilize subconsultants and vendors, in a manner consistent with non-discrimination objectives.

H. Violations: Failure by the selected Consultant(s) to carry out these requirements shall be a material breach of the contract to be awarded pursuant to this RFP, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the Consultant from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

I. Prompt Payment: Consultant shall pay its subconsultants for satisfactory performance of their contracts no later than 30 days from receipt of each payment Commission makes to the Consultant. 49 C.F.R. § 26.29(a), unless a shorter period is provided in the contract.

J. Compliance with DBE Requirements Contained in FTA Provisions: Consultant shall comply with all DBE reporting and other requirements contained in this Agreement.

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7. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any RCTC requests which would cause RCTC to be in violation of the FTA terms and conditions.

8. Debarment and Suspension.

The Consultant agrees to the following:

(1) It will comply with the following requirements of 2 CFR Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 CFR Part 1200.

(2) It will not enter into any "covered transaction" (as that phrase is defined at 2 CFR §§ 180.220 and 1200.220) with any subconsultant whose principal is, suspended, debarred, or otherwise excluded from participating in covered transactions, except as authorized by— (i) U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200; (ii) U.S. OMB regulatory guidance, "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180; and (iii) Other applicable federal laws, regulations, or requirements regarding participation with debarred or suspended recipients or third party participants.

(3) It will review the U.S. GSA "System for Award Management – Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs," if required by U.S. DOT regulations, 2 CFR Part 1200.

9. ADA Access Requirements

The Consultant shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC Section 12101 et seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC Section 794; 49 USC Section 5301(d).

10. Fly America

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To the extent applicable to the Services, the Consultant agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their consultants are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

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11. Cargo Preference - Use of United States-Flag Vessels

To the extent applicable to the Services, the Consultant agrees:

1. To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

2. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Consultant in the case of a subconsultant's bill-of-lading.)

3. To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

11. Buy America – Not applicable.

12. Employment Provisions

To the extent applicable to the Services, Consultant shall comply with the following:

A. Equal Employment Opportunity — Not applicable.

B. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) — Not applicable.

C. Contact Work Hours and Safety Standards Act (40 U.S.C. 327–333) —Not applicable.

D. Release of Retainage

No retainage will be withheld by the RCTC from progress payments due Consultant. Retainage by Consultant or subconsultants is prohibited, and no retainage will be held by the prime consultant from progress due subconsultants. Any violation of this provision shall subject the violating Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant or deficient subconsultant performance, or noncompliance by a subconsultant.

13. Termination for Convenience

RCTC may terminate the Agreement for convenience in accordance with the terms of the Agreement.

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After such termination, the Consultant shall submit a final termination settlement proposal to RCTC as directed. If the Consultant fails to submit a proposal within the time allowed, RCTC may determine, on the basis of information available, the amount, if any due the Consultant because of the termination and shall pay the amount determined. After the Consultant's proposal is received, RCTC and Consultant shall negotiate a fair and equitable settlement and the contract will be modified to reflect the negotiated agreement. If agreement cannot be reached, RCTC may issue a final determination and pay the amount determined. If the Consultant does not agree with this final determination or the determination resulting from the lack of timely submission of a proposal, the Consultant may appeal under the Disputes clause.

14. Administrative and Contractual Remedies on Breach; Termination for Cause

a. The Consultant may be declared in breach of this Agreement ("Breach") if the Consultant fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the Consultant fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms. In case of any of the foregoing, RCTC shall notify the Consultant of the Breach, and the Consultant shall have a period of ten (10) days (or such longer period as RCTC may authorize in writing) after receipt of notice from RCTC to cure the Breach.

b. RCTC may, by written notice of termination to the Consultant specifying the effective date thereof, terminate the whole or any part of this contract, in the case of a Breach that is not cured within the timeframe set forth in (a) above ("Uncured Breach").

c. If the contract is terminated in whole or in part for an Uncured Breach, RCTC may procure upon such terms and in such manner as RCTC may deem appropriate, supplies or services similar to those so terminated, or may complete the services with its own forces. The Consultant shall be liable to RCTC for any excess costs for such similar supplies or services, and for any other costs incurred by RCTC as a result of the Uncured Breach. The Consultant shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

d. Except with respect to defaults of Subconsultants, the Consultant shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and the Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required project completion schedule.

e. Payment for completed services or supplies delivered to and accepted by RCTC shall be at the contract price. RCTC may withhold from amounts otherwise due the Consultant for such completed services or supplies such sum as RCTC determines to be necessary to protect RCTC against loss because of outstanding liens of claims of former lien holders, or to reimburse RCTC for any other costs related to the Uncured Breach.

f. If, after notice of termination of this contract for cause, it is determined for any reason that an Uncured Breach did not exist, the rights and obligations of the parties shall be the same as if the

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notice of termination had been issued pursuant to the provisions for termination for convenience of RCTC.

g. The rights and remedies of RCTC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

h. Notwithstanding the above, RCTC may, without providing an opportunity to cure, terminate the contract in accordance with the timeframe set forth in Section 17 of the contract, if RCTC determines such action is in its best interest based on the nature of the Breach. Such actions shall not limit any of RCTC's remedies set forth above.

16. Disputes

a. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by supplemental agreement shall be decided by RCTC's Deputy Executive Director, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the RCTC Deputy Executive Director shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, Consultant mails or otherwise furnishes to the RCTC Deputy Executive Director a written appeal addressed to RCTC's Executive Director. The decision of RCTC Executive Director or duly authorized representative for the determination of such appeals shall be final and conclusive.

b. The provisions of this Paragraph shall not be pleaded in any suit involving a question of fact arising under this Agreement as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged, provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this Paragraph, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of its appeal.

c. Pending final decision of a dispute hereunder, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of RCTC's Deputy Executive Director. This "Disputes" clause does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Agreement, however, shall be construed as making final the decision of any RCTC official or representative on a question of law, which questions shall be settled in accordance with the laws of the State of California.

17. Lobbying

See the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - Consultants who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on

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its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. The Offeror shall complete and submit with its bid/proposal the attached Certification Regarding Lobbying, and if applicable, the Standard Form-LLL, "Disclosure Form to Report Lobbying."

18. Energy Conservation

The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

19. Clean Water

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

d. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

20. Clean Air

a. The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Consultant agrees to report each violation to RCTC and understands and agrees that RCTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

b. The Consultant further agrees that:

(1) It will not use any violating facilities;
(2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
(3) It will report violations of use of prohibited facilities to FTA; and
(4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

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c. The Consultant also agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FTA.

21. Recycled Products

Recovered Materials - The Consultant agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

21. SPECIAL PROVISION FOR PROMOTING COVID-19 SAFETY

Section 49. Centers for Disease Control and Prevention Order on Requirements for Persons to Wear Masks While on Conveyances and at Transportation Hubs.

(a) Compliance with CDC Mask Order. The Centers for Disease Control and Prevention ("CDC") Order of January 29, 2021, titled Requirement for Persons to Wear Masks While on Conveyances and at Transportation Hubs ("CDC Mask Order"), applies to this Agreement. One of the objectives of the CDC Mask Order is "[m]aintaining a safe and operating transportation system." Consultant agrees that it will comply, and will require all subconsultants to comply, with the CDC Mask Order, to the extent the CDC Mask Order remains in effect.

(b) Enforcement for non-compliance. Consultant agrees that FTA and RCTC may take enforcement action for non-compliance with the CDC Mask Order, to the extent the CDC Mask Order remains in effect, including: (1) enforcement actions authorized by 49 U.S.C. § 5329(g); (2) referring Consultant to the CDC or other Federal authority for enforcement action; (3) enforcement actions authorized by 2 CFR §§ 200.339 – .340; and (4) any other enforcement action authorized by Federal law or regulation.

22. Safe Operation of Motor Vehicles

Pursuant to Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each third party consultant to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in each third party subcontract involving the project.

a. The Consultant is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Consultant or RCTC.
b. The Consultant agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this contract.

23. Notification to FTA.

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a. If a current or prospective legal matter that may affect the Federal Government emerges, the Consultant must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which this Agreement is being performed. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

b. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

c. *Additional Notice to U.S. DOT Inspector General*. The Consultant must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Commission located, if Consultant has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Consultant. In this paragraph, "promptly" means to refer information without delay and without change.

24. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Consultant shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Contract. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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EXHIBIT "E"

CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the _____ and duly authorized representative of the firm of _____ whose address is _____, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this agreement involving participation of Federal-aid Highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

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By: _____
Signature

_____
Name

_____
Title

_____

EXHIBIT "F" – LOBBYING ACTIVITIES DISCLOSURE

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Kleinfelder Construction Services has no lobbying activities to disclose pertaining to this procurement.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:

☐ a. contract
b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

☐ a. initial
b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)

$ _____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):

☐ a. cash
☐ b. in-kind; specify: nature _____
Value _____

14. Type of Payment (check all that apply)

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Rich Fitterer, PE, QSD

Title: Area Manager

Telephone No.: 858-705-0768 Date: March 16, 2023

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Standard Form - LLL

Federal Use Only:

Standard Form LLL Rev. 04-28-06

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AGENDA ITEM 7K

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Bryce Johnston, Senior Capital Projects Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Reporting of Contract Change Orders for Construction Contracts

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2023.

BACKGROUND INFORMATION:

During the past quarter, January through March 2023, the Commission has had the following projects under construction:

1) Mid County Parkway (MCP) Placentia project
2) Interstate 15 Railroad Canyon Interchange project
3) MVMF Platform and Track Expansion
4) I-15 Express Lanes project
5) State Route 91 Corridor Operations project (91 COP)
6) 15/91 Express Lanes Connector
7) I-15 Interim Corridor Operations project

DISCUSSION:

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Change Orders that occurred in the first quarter (3rd quarter of FY 2022/23).

Contractor Change Orders executed in the 1st Quarter of CY 2023			
Project	**CCO No.**	**Description**	**Amount**
MCP Placentia Project	CCO 29	Fiber Equipment at Harvill and Frontage	$17,246.00
	CCO 37	Installation of Water Meters	$10,552.00
	CCO 38	Oil Index Fluctuation	$1,004,660.86
	CCO 40	EMWD MH Adjustment	$28,688.00
	CCO 41	Reflective Tape to Signal Backplates	$10,064.00
	CCO 47	SCRRA Fence	$5,500.00
	CCO 49	BAT-OP Controllers for Irrigation System	$14,107.00
	CCO 25	Additional Cable Railing and Access Gate (RFI-39)	$42,516.00
	CCO 2-S3	Additional Funds - Maintain Traffic and Flagging	$25,000.00
	CCO 48	Additional Structural Quantities (Claim)	$76,765.00
	CCO 28	Change the Planned Bridge Construction Work	$81,958.98
	CCO 46	Remove RR Ballast and Place at CT Pad	$3,127.02
	CCO 31	Fiber Optic - SB Ramp Meter Cabinet to Nuevo	$131,429.00
	CCO 30	Replace the Frame for Side Mounted Signal	$3,025.00
	CCO 51	Railroad Fence Replacement Tack Weld	$39,724.00
	CCO 39	Unsuitable Material	$6,842.00
I-15 Railroad Canyon Interchange Project	CCO 43	Clearing/ Landscape Limits	$23,809.50
	CCO 45-S1	Unexpected Pole Removal Work	$5,513.75
	CCO 56	Drainage Channel Relocations RFI-92	$54,144.50
	CCO 63-S1	Caltrans Signs and Striping Changes	$13,000.00
	CCO 70	Misc. Bridge	$10,555.93
	CCO 71-S1	Grading at Slope Paving at RW 1012 & 1014	$3,094.91
	CCO 79	RFI 81 City Location 1 Striping for City	$200.00
	CCO 83	SB Off Ramp/ RR Cyn Road Drain and Fence	$40,000.00
	CCO 87	MGS Repair at I15 NB	$50,000.00
	CCO 88	Add Freeway Markings to Railroad Canyon Rd	$30,000.00
	CCO 89	Drainage Remediations	$60,000.00
	CCO 90	RA5 MGS Reconfiguration	$45,000.00
MVMF Platform and Track Expansion	CCO 3	Rail Ballast Depth and Gradation Field Survey	$15,000.00
	CCO 7	Mitigation for Saturated Subgrade	$25,000.00
15/91 Express Lanes Connector	CCO 22	Non-compensable Time for Project Quality Stand Down	$0.00
	CCO 23	Additional COZEEP - Traffic Control System Installation and Removal	$0.00
I-15 Interim Corridor Operations Project	CCO 4R1	Miscellaneous Items - Final CCO	($5,895.20)

FISCAL IMPACT:

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.

AGENDA ITEM 7L

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Ariel Alcon Tapia, Public Affairs Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Quarterly Public Engagement Metrics Report, January – March 2023

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file the Quarterly Public Engagement Metrics Report for January-March 2023.

BACKGROUND INFORMATION:

The Commission's digital channels are a vital source of information to the public. Information about RCTC's transportation projects, programs, and initiatives affecting Riverside County residents and other stakeholders is shared regularly on the website, social media channels, newsletter, and other media. Through the digital communications channels, the Commission also highlights investments made possible by Measure A.

The Public Affairs staff actively monitors and measures RCTC's communications to respond to comments and questions and to understand how audiences react to the digital information presented across RCTC's social media platforms. This report covers the first quarter of 2023, from January to March.

Public engagement activities are summarized in this report and in the attached Public Engagement Metrics. Across all social media channels, RCTC experienced an increase of followers. Meta, which operates both Facebook and Instagram, and Twitter frequently make changes to their algorithms. Mixed results in reach and engagement are attributed to how targeted ads are placed and the changing algorithms.

Staff strategically boosts posts and places digital advertising based on the need to increase visibility for specific projects such as construction updates and awareness. Targeted digital advertising is also placed for the Commission's advocacy efforts for grants and other programs. It is important to note that the metrics show comparisons to the previous quarter.

This quarter's report includes three sets of data:

1) Metrics for RCTC's overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; email notifications; website use and access; and website top pages visited;
2) Metrics for RCTC's 15/91 Express Lanes Connector Project including email activity, text messages, website sessions, and social media followers; and
3) Metrics for RCTC's 71/91 Interchange Project including email activity, website sessions, and social media following. This project broke ground in January. This is the first report for this construction project.

RCTC Overall Public Engagement

1) Social Media

a. Public sentiment was mixed due to construction update closure notifications and the public response to various projects. Posts relating to the opening I-215 Placentia Interchange opening and PVL Double-Track Project garnered positive reactions while other construction updates relating to 91 Refresh and 15/91 Express Lanes Connector closures had mixed results.

b. **Facebook**: Followers continue to increase steadily. This quarter, followers grew by 2%, from 13,074 to 13,343. The page had 172,043 forms of engagement, such as likes, comments, and video viewing and shares, a 23% decrease from last quarter's 224,038 forms of engagement. The page reached 1,294,638 unique users for the quarter (followers and non-followers), an increase 30% from last quarter's 993,090. This past quarter, ads were targeted for visibility on users' feeds.

c. **Twitter**: The page showed an 3% increase in followers, from 1,646 to 1,696. Engagement decreased 39%, from 4,139 to 2,531 while impressions increased by 619%, from 56,200 to 67,067. The drop in engagement and increased reach on organic posts will be monitored.

d. **Instagram**: Followers grew by 10%, from 3,145 to 3,444. Engagement increased 3% from 21,771 forms of engagement to 22,493. This quarter's reach was 73,934 unique users, a 90% decrease from last quarter's 732,257. The decrease is attributed to fewer 91 weekend full closure posts and boosted ads.

2) The Point E-Newsletter: RCTC continues to produce quality content for its blog, ***The Point***, and distributes the blog posts as monthly email newsletter. Subscribers increased 1% from 6,219 to 6,275. Approximately 47% of the e-newsletter subscribers opened ***The Point***, and 4.5% clicked on links to learn more. The open rate is significantly higher than the industry (government) average of 34%.

3) Website

a. There were 76,507 website visits this quarter, a 10% decrease from last quarter's 85,182 visits. There also were 57,863 unique users, a decrease of 10% compared to the previous quarter's 64,251 unique users.

b. Most visitors reached the website through a search engine (26%) and by keying in rctc.org (26%). Users who reached the site via social media increased to 24%. RCTC purchased Paid Search ads on Google to drive traffic 91 closure webpage. Paid Search (17%) drove traffic to the website. Visitors also reached the website via email clicks and other referrals (7%)

c. Website access by device continues to fluctuate. Visits were 31% via desktop and 69% via mobile device this quarter, compared to 24% via desktop and 76% via mobile last quarter. For the 71/91 Interchange Project construction updates and other major construction notices, webpages are created instead of using PDFs. This helps drive traffic to the website and allows for easier visitor navigation.

d. The 91 Refresh full weekend closure was the most visited page with the home page coming in second. The new 71/91 Interchange Project page was the third most visited webpage on the website.

15/91 Express Lanes Connector Public Engagement

1) ***Emails:*** Email sign-ups during the last quarter totaled 3,563, an increase of 7%. The project team received 31 email inquiries to date.
2) ***Texts:*** A total of 436 people have registered to receive texts, a 20% increase over the 361 sign-ups through the end of last quarter.
3) ***Webpage:*** Visits to the project webpage grew 14% during the quarter, from 29,857 visits last quarter to 33,927 visits this quarter.
4) ***Social Media:*** Facebook page followers increased to 3,312 compared to 3,263 last quarter, a 1.5% increase. Twitter grew by 5% from 386 to 405 followers. Instagram followers increased 5% from 861 to 905 followers.

71/91 Interchange Project Public Engagement

1) ***Emails:*** Initial email sign-ups during the last quarter totaled 949, an increase of 9%. The project team received 17 inquiries. A Facebook sign-up email sign-up campaign be implemented
2) ***Texts:*** A total of 402 people have registered to receive texts. A text message sign-up campaign will be launched to promote this feature
3) ***Webpage:*** Visits to the project webpage were 5,426
4) ***Social Media:*** At the end of the quarter there were 798 Facebook followers, 1,254 Instagram followers, and 42 Twitter followers. Instagram followers significantly outnumber Facebook and Twitter followers.

FISCAL IMPACT:

This is an informational item. There is no fiscal impact.

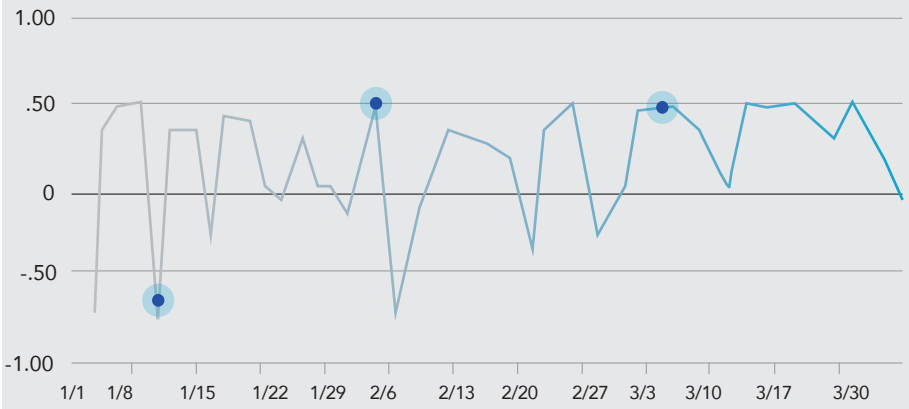
Attachments:
1) RCTC Overall Public Engagement Metrics

2) 15/91 Express Lanes Connector Construction Public Engagement Metrics
3) 71/91 Interchange Construction Public Engagement Metrics

Public Engagement Metrics: Q1

January - March 2023

Overall Social Media Sentiment



1/9: Mixed sentiment relating to CVR posts
2/7: Postive trend due to PVL Double-Track Project post
3/7: Mixed sentiment on I-215 Placentia posts

Eblasts

+1%

Subscribers
6,275

Average Open
47%

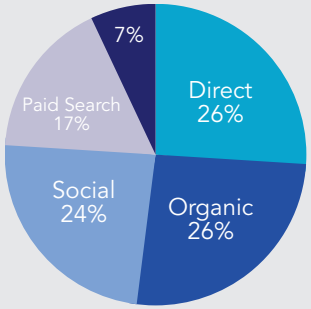
Average Click
4.5%

Web

76,507 Number of Sessions -10%

57,863 Number of Unique Users -10%

Top Channels



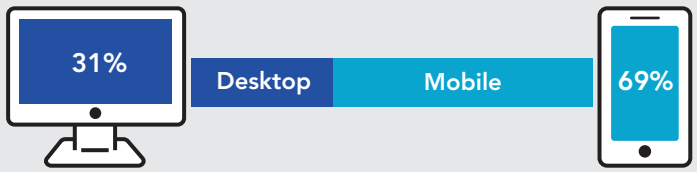
- Direct (26%)
- Organic (26%)
- Social (24%)
- Paid Search (17%)
- Email and Other (7%)

Differences
Paid search is included as a new source and Email, Referrals and Other channels are combined. Organic and Direct proportions have decreased due to changes.

Top Pages Visited

1	91 Refresh Closure
2	Home Page
3	71/91 Interchange Project

Desktop vs Mobile Users



Social Media

Facebook

Followers 13,343	+2%
Engagement 172,043	-23%
Reach 1,294,638	+30%

Twitter

Followers 1,696	+3%
Engagement 2,531	-39%
Impressions 67,067	+19%

Instagram

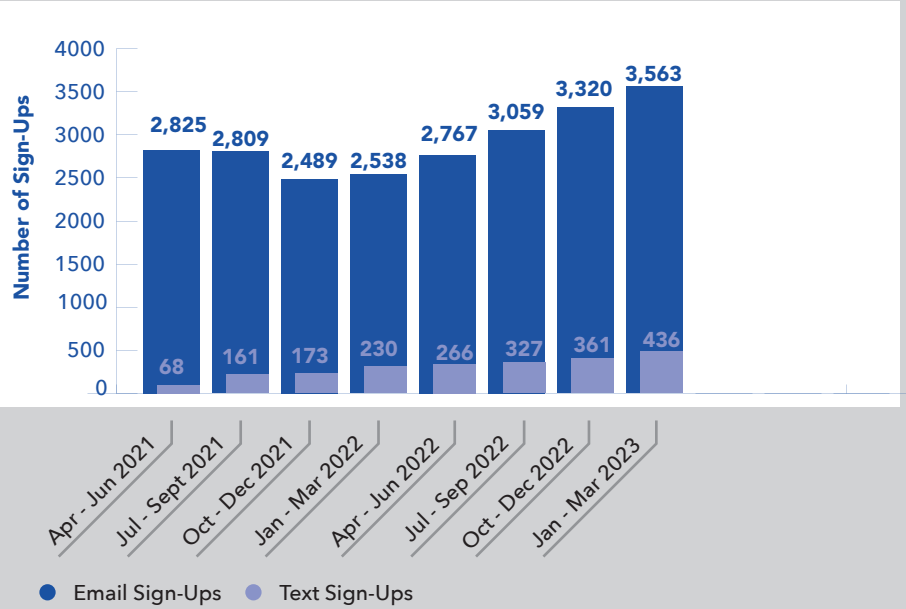
Followers 3,444	+10%
Engagement 22,493	-45%
Reach 73,934	-89%

RCTC 15/91 EXPRESS LANES CONNECTOR

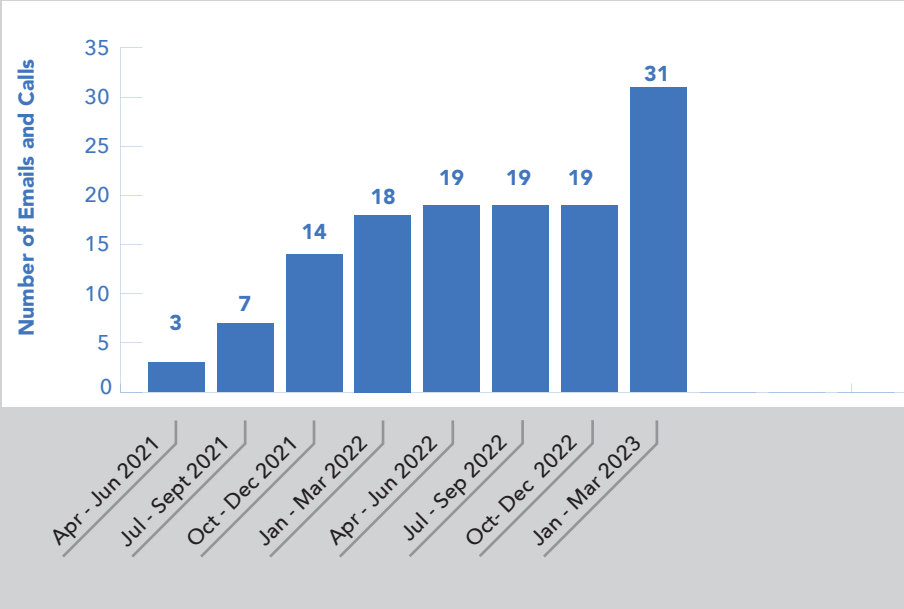
15/91 Express Lanes Connector Project
Quarterly "At-a-Glance" Metrics Report

January - March 2023

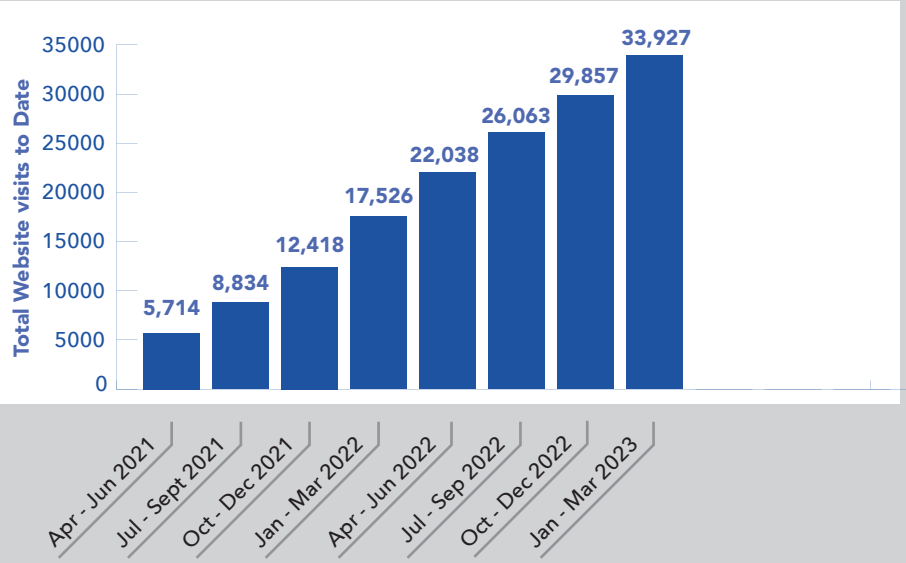
Email & Text Alert Sign-Ups



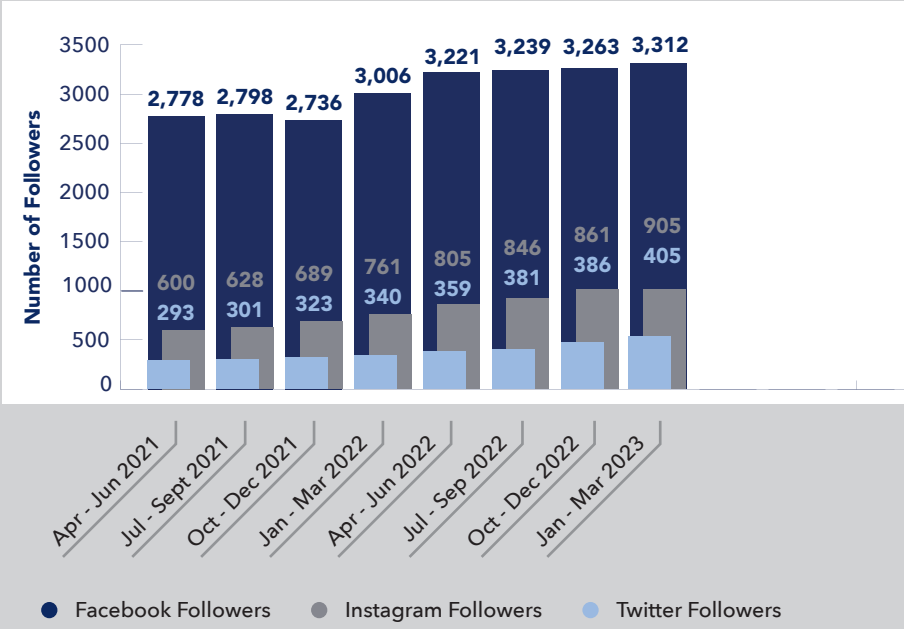
Emails to Project Team



Website Sessions



Social Media Followers

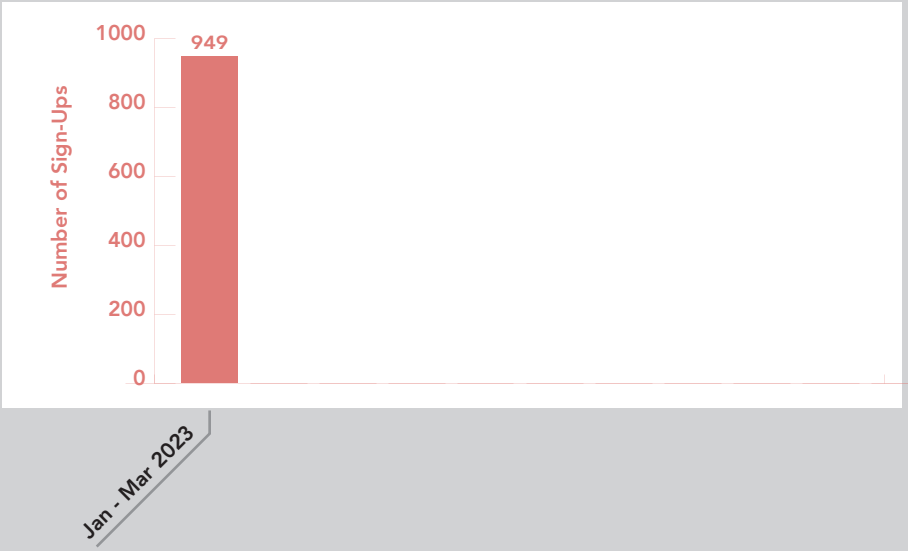


RCTC 71/91 INTERCHANGE PROJECT

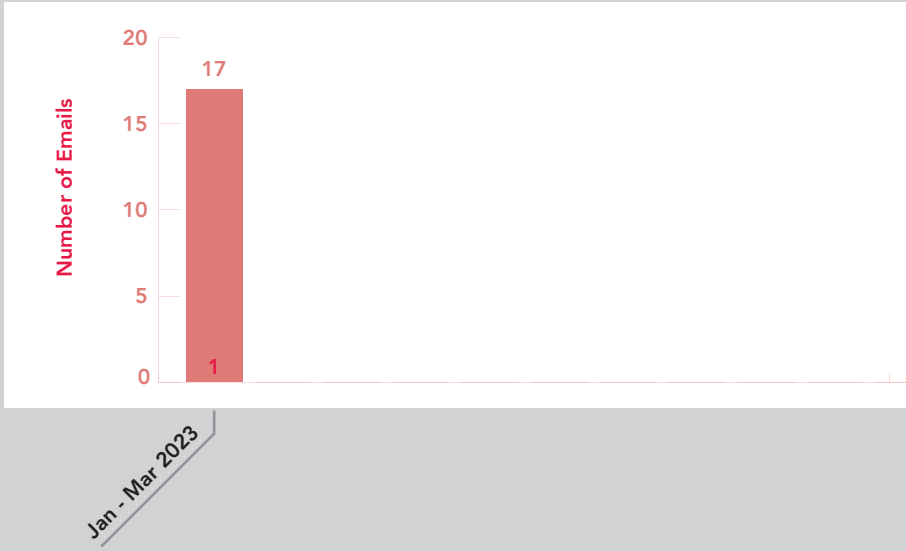
71/91 Interchange Project
Quarterly "At-a-Glance" Metrics Report

January - March 2023

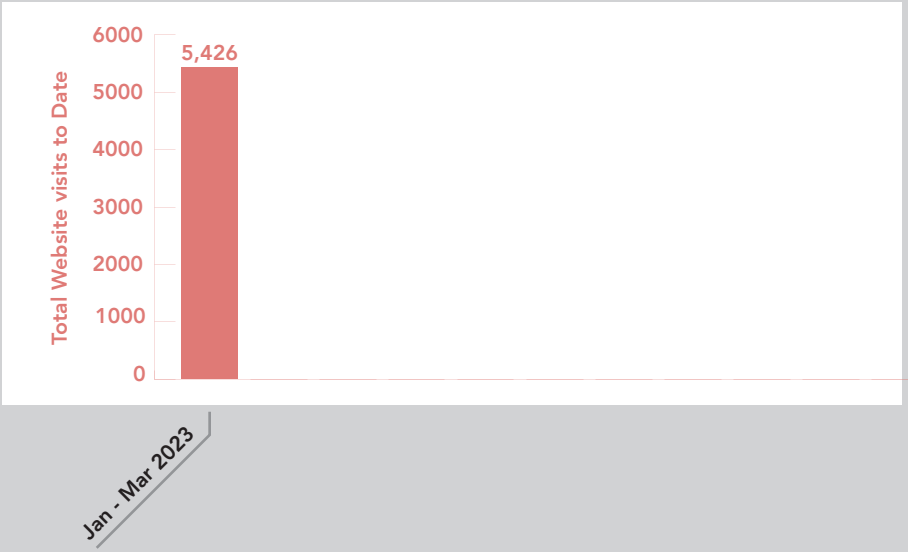
Email Sign-Ups



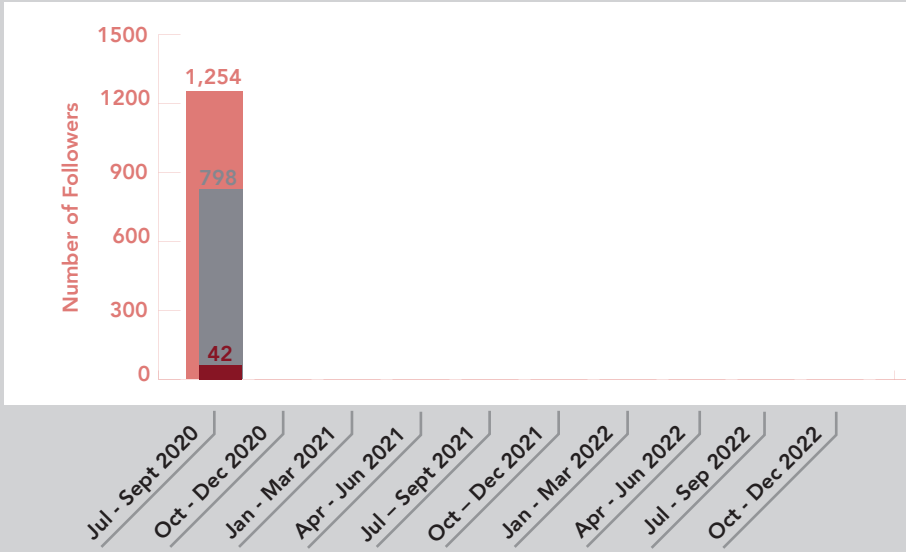
Emails to Project Team



Website Sessions



Social Media Follwers



Instagram Followers · Facebook Followers · Twitter Followers

AGENDA ITEM 7M

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Eric DeHate, Transit Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Fiscal Year 2023/24 Short Range Transit Plan Updates and Transit Funding Allocations

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the Fiscal Years 2023/24 – FY 2025/26 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA); Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine); and the Commission's FY 2023/24 – 2027/28 SRTP for the Rail and Vanpool Programs;
2) Approve FY 2023/24 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), and State of Good Repair (SGR) for Banning, Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission's Rail and Vanpool Programs aggregating $182,051,156;
3) Adopt Resolution No. 23-006, "*Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2023/24";*
4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County as detailed in the respective transit operators' SRTPs aggregating $101,860,199; and
5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

BACKGROUND INFORMATION:

The SRTPs serve as the county's primary justification for federal and state grants for transit operations and capital and provides a short-term vision of public transportation for the county including strategies that will help guide transportation decisions over the next three to five years. In Riverside County, there are seven public bus transit operators (Banning, Beaumont, Corona, and Riverside; RTA; SunLine; and PVVTA), and the Commission as a commuter rail and vanpool operator – a total of eight transit operators. The seven public bus transit operators typically submit a three-year SRTP, and the Commission as the operator for commuter rail and vanpool submits a five-year SRTP.

Under state law, the Commission is tasked with the responsibility to identify, analyze, and recommend potential productivity improvements to ensure federal, state, and local funds are allocated to transit operators to provide needed transit services for county residents. An annual SRTP update is a mechanism to meet this obligation and coordinate transit services throughout the county. The core components of each agency's SRTP includes the operating and capital plans and project justifications that are utilized as the basis for receiving transit funding. The SRTPs also document each operator's system and route performance data, which provide the basis for the Commission's oversight activities to ensure compliance with the Transportation Development Act (TDA), federal regulations, state law, and Commission-adopted policies and guidelines.

COVID-19 Impacts on Transit

Transit operators are continuing to work through a recovery period and the FY 2023/24 service plans reflect a return towards pre-COVID levels under fiscally conservative economic conditions. For FY 2023/24, it is estimated that countywide ridership (excluding Metrolink data which is unavailable at this time) will reach almost 8.7 million, which reflects an increase of about 16.8 percent from planned ridership for FY 2022/23. These proposed service plans also provide flexibility to adapt quickly to market changes.

SRTP Highlights for FY 2023/24

Following are service and capital program highlights for FY 2023/24 by operator.

Banning – Banning Connect (Attachment 1)

Banning provides both Dial-A-Ride and four (4) fixed route services, primarily covering the areas of Banning and Cabazon, and provides connections to the Morongo Indian Reservation and Walmart in Beaumont. Banning estimates a total of $2.1 million in operating and $2.8 million in capital assistance needs, a combined decrease about 1.6 percent from FY 2022/23 primarily due to a slight reduction in capital needs.

Planned services and projects for FY 2023/24 include:

- Four (4) new replacement buses into service;
- Begin a pilot of a new electric paratransit van;
- Begin a two-year reduced and free fare program;
- Rehabilitation of the current compressed natural gas (CNG) station;
- Procurement of five (5) new buses;
- Upgrading bus stops and adding new shelters to highly used stops;
- Procuring two (2) new support vehicles; and
- Purchasing a heavy duty lift for the maintenance of transit fleet.

Beaumont – Beaumont Transit (Attachment 2)

Beaumont provides both Dial-A-Ride and seven (7) fixed route services. It primarily operates in Beaumont with connections in Banning and Calimesa. Beaumont estimates a total of $3 million in operating and $6.4 million in capital assistance needs, a combined increase of about 85 percent from FY 2022/23 primarily due capital assistance needs.

Planned services and projects for FY 2023/24 include:

- Implementing a three-year fare promotion for all passengers;
- Increasing advertising and passenger outreach;
- Increasing trips in the travel training program;
- Completion of the microtransit analysis;
- Implement fare increase;
- Implement route changes; and
- Implementation of many needed capital projects such as the procurement of seven (7), 32-foot CNG buses, bus stop improvement plan and improvements, and replacement of two (2) support vehicles.

Corona – Corona Cruiser (Attachment 3)

Corona operates two (2) fixed routes and a Dial-A-Ride program for seniors and persons with disabilities within the city limits and neighboring communities of Coronita, El Cerrito, Home Gardens, and Norco. Corona estimates a total of $3.4 million in operating and $2.6 million in capital assistance needs, a combined increase of about 102 percent from FY 2022/23 primarily due to an increase in capital assistance needs.

Planned services and projects in FY 2023/24 include:

- Plan for implementation of financially feasible recommendations from the comprehensive operational analysis;
- Improving fixed route service schedule adjustments for better connections, particularly for morning peak service;
- Implementation of a reduced and free fare program;
- Improving Dial-A-Ride services by reviewing the feasibility of establishing an Americans with Disabilities Act (ADA) subscription services policy;
- Working with the City's contract transportation operator to improve on-time performance, bus maintenance and cleanliness, and maintenance of bus stops;
- Continuing bi-weekly, monthly, and quarterly inspections of contractual requirements, bus stops, and buses to ensure state of good repair; and
- Implementation of many needed capital projects such as the Intelligent Transportation System, Bus Stop Improvement Project, purchase of an ADA accessible van, implementation of a Digital Mobile Land Communication System, installation of a canopy/roof structure for the bus parking area, route development buses, and replacement of buses.

City of Riverside – Riverside Connect (Attachment 4)

Riverside Connect (RC) operates a 24-hour advance reservation Dial-A-Ride for seniors and persons with disabilities within the Riverside city limits. RC serves as the primary paratransit provider for those eligible within the city of Riverside. RC differs from RTA's Dial-A-Ride by providing service only within Riverside city limits and serves seniors 60 years and older, as compared to RTA's Dial-A-Ride which serves seniors 65 years and older. RC estimates a total of $4.9 million in operating and $.4 million in capital assistance needs, a combined decrease of about 1.7 percent from FY 2022/23 primarily due to a reduction in operating assistance.

Planned services and projects for FY 2023/24 include:

- Paratransit Scheduling software Upgrade;
- Upgrade the facility access system;
- Upgrade the video surveillance system;
- Replace the CNG detection system; and
- Renovation of the dispatch office area.

PVVTA (Attachment 5)

PVVTA provides six (6) fixed route/deviated fixed routes services known as "Desert Roadrunner," a micro transit ADA paratransit service, and a transportation reimbursement program for individuals who are unable to access fixed route services. The fixed route service can deviate up to three-quarters of a mile away from the actual fixed route. Service is provided within the city of Blythe and surrounding unincorporated areas in the Palo Verde Valley. PVVTA estimates a total of $1.8 million in operating and $0.4 million in capital assistance needs, a combined decrease of about 12.8 percent from FY 2022/23 primarily due to a reduction in capital needs.

Planned services and projects for FY 2023/24 include:

- Increasing frequency to 30 minutes on Route 1 between 9 a.m. and 3 p.m.;
- Continue service on Route 2, with additional requests from 4:30-6:45 p.m.;
- Upgrading technology and computer software;
- Replacement of two (2) fixed route buses;
- Launch a new branding campaign;
- Procure a electric forklift; and
- Encouraging new ridership through targeted marketing campaigns.

RTA (Attachment 6)

RTA operates 32 local, intercity, and regional fixed routes; three CommuterLink express routes; one Micortransit Service; and Dial-A-Ride services. RTA estimates a total of $102 million in operating and $19.1 million in capital assistance needs, a combined increase of about 6.2 percent from FY 2022/23. This is attributable to the realignments and reinstatement of routes, significant fleet replacement, and zero-emission infrastructure needs.

Planned services and projects for FY 2023/24 include:

- Implement the sustainable service plan recommendations;
- Changes to services in September 2023 on routes 1, 8, 9, 11, 12, 13, 16, 18, 19, 21, 30, 41, 61, 74, and 79s;
- Route changes to route 44 is scheduled to take place in January 2024; and
- Implementation of many needed capital projects such as vehicle replacements and vehicle components, preparing upgrades to its fueling stations to hydrogen, implementation of information technology projects, and solar panel projects.

SunLine (Attachment 7)

SunLine operates 10 local and regional fixed routes; one express route known as "Commuter Link"; demand response service branded as "SunDial"; microtransit service branded as "SunRide"; and a vanpool program branded as "SolVan". SunLine estimates a total of $47.5 million in operating and $35.8 million in capital assistance needs, for a combined increase about 16.3 percent from FY 2022/23. This is primarily due to additional capital programming.

Planned services and projects for FY 2023/24 include:

- Improving route frequencies gradually to regular pre-COVID 19 service levels;
- Hire additional coach operators to implement all approved service improvements;
- Complete construction of the Coachella Mobility Hub;
- To improve ridership on Commuter Link service, SunLine proposes off-peak fares for reverse commute trips and during off-season when California State University is not in general session. The local fare structure will apply to morning reverse commute trips from San Bernardino to Indio and afternoon trips from Indio to San Bernardino and to all trips when California State University is not in general session;
- Implementation of many needed capital projects such as bus stop and amenities to enhance customer service, optimize trip planning technologies, and improve communication with passengers, vehicle replacements including hydrogen buses, paratransit vehicles, trolleys and microtransit vehicles, rehabilitation of buses, tools and equipment upgrades, safety and security upgrades, replacement office furniture, hydrogen station and facility improvements, and additional funding for the West Coast Center of Excellence; and
- Continue to implement the Innovative Clean Transit plan.

RCTC Rail and Vanpool Programs (Attachment 8)

Western County Commuter Rail

The Commission is a member agency of the Southern California Regional Rail Authority (SCRRA) that operates the Metrolink commuter rail system. Of the 57 stations on the Metrolink system, the Commission owns and maintains 9 stations that are located in Western Riverside County. The Western County Commuter Rail program reflects the Commission's share of Metrolink

operating and capital subsidies, station operations and maintenance, right-of-way maintenance, and program administration and support. Total operating costs are estimated at $53.2 million and capital of $16.3 million, a combined decrease of about 22.8 percent, primarily due to capital programing.

Planned services and projects for FY 2023/24 include:

- The Commission's annual operating and capital subsidy for SCRRA is $29.9 million and $20.7, respectively;
- SCRRA's continued focus is on improving operational efficiency and regaining riders;
- Completion of station rehabilitation projects such as elevator replacements, pavement rehabilitation, station painting, bike and pedestrian improvements, improved station amenities, drought tolerant landscaping, and upgraded lighting, electrical, solar and security systems; and
- Construction of the Moreno Valley/March Field station upgrade project.
- Final design for the Perris-South Station Improvement Project and Perris Valley Line Double Track Project

Coachella Valley Rail Corridor

The proposed 144-mile long rail corridor service in Coachella Valley will run from Los Angeles to Indio through the four Southern California counties of Los Angeles, Orange, Riverside, and San Bernardino to provide a convenient scheduled link to the communities in the fast-growing Coachella Valley and San Gorgonio Pass areas. Financial support for project development will come primarily from federal and state grant funds received and maintained in the Coachella Valley Rail Fund.

Major planning highlights for FY 2023/24 include the pre-planning for the Tier 2 Project-level Environmental Documentation and Engineering. The total capital programming request for FY 2023/24 is $0.8 million for the initiation of this planning effort. Ongoing efforts include the pursuit of federal competitive funds to complete the full funding package to begin the Tier 2 Project-level environmental documentation.

VanClub

The Commission's vanpool program known as VanClub is the newest transit program in the county and was launched in May 2018. VanClub is a valuable transportation alternative option in areas that are hard to serve by transit and supports long-distance commuters by offering a subsidy which reduces the cost of the vanpool lease. The total operating request for FY 2023/24 is $1.8 million, an increase of about 37.5 percent from FY 2022/23 due to the anticipated increase in vanpool growth.

Planned service enhancements for FY 2023/24 will include:

- An increase of the monthly subsidy from $400 to $600, or 50 percent of the monthly lease amount, whichever is less, effective July 1, 2023;
- Transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform solution which will expand the commuter database and improve ride matching capabilities;
- Expanding rideshare and vanpool program reach beyond traditional large employer markets to include more small/medium business markets and direct end-user engagement; and
- Continuing to leverage new incentives such as the $5/Day Rideshare Incentive to assist with vanpool recovery efforts throughout the region.

SRTP Financial Overview

Approximately $304.2 million in total funding is required to support the FY 2023/24 operating and capital requests for the provision of transit services in Riverside County. To implement the SRTPs for FY 2023/24, the programming plan is to utilize available funding of approximately $219.7 million for operating and $84.4 million for capital purposes. Table 1 below provides a comparative overview of the total operating and capital costs from the prior year. Systemwide, this represents a 3.1 percent increase compared to FY 2022/23 funding levels.

Table 1: FY 2023/24 and FY 2022/23 Operating and Capital Costs

Fiscal Year	Operating	Capital	Total
FY 2022/23*	$200,884,103	$94,054,975	$294,939,543
FY 2023/24	$219,741,314	$84,425,282	$304,166,596
% Change	9.4%	-10.2%	3.1%

*FY 2022/23 budget was amended due to various programs needs

Table 2 below provides an overview of the operating and capital costs by funding source required to support the County's transit operations. State funds, primarily LTF and STA, make up the largest share of operating and capital funds. As in FY 2022/23, FTA funds (FTA Sections 5307, 5337 and 5339) provide the majority of capital funding. This fiscal year, the vast majority of federal stimulus funds such as the Coronavirus Aid, Relief, and Economic Security (CARES) Act and American Rescue Plan Act of 2021 (ARPA), still provide some operational funding but should be phased out over the next year. State funds will account for about $158.5 million (52.1 percent) of revenues, followed by federal funds totaling approximately $101.9 million (33.5 percent), and local revenues representing about $43.8 million (14.4 percent).

Table 2: FY 2023/24 Funding Source Breakdown

Fund Type	Fund Name	Amount	Percent of Total Funding
Federal	FTA ARPA	$ 1,819,131	0.6%
	FTA CARES	193,700	0.1%
	FTA 5307	43,553,220	14.3%
	FTA 5310	250,000	0.1%
	FTA 5311	1,691,546	0.6%
	FTA 5337	20,318,059	6.7%
	FTA 5339	25,931,143	8.5%
	CRP	4,500,000	1.5%
	CMAQ	1,103,400	0.4%
	Other Federal Funds	2,500,000	0.8%
	Federal Subtotal	**101,860,199**	**33.5%**
State	LCTOP	4,714,100	1.5%
	LTF	126,340,061	41.5%
	SGR	4,406,024	1.4%
	STA	22,670,071	7.5%
	Other State Funds	400,000	0.1%
	State Subtotal	**158,530,256**	**52.1%**
Local	AB 2766	27,000	0.0%
	Interest	754,000	0.2%
	Measure A	28,764,400	9.5%
	Other Local Funds	5,720,432	1.9%
	Passenger Fares	8,510,309	2.8%
	Local Subtotal	**43,776,141**	**14.4%**
Funding		**$ 304,166,596**	**100%**

Transit operators may experience potential delays in receiving federal reimbursements. Staff will continue to work with operators such as SCRRA, PVVTA, RTA, and SunLine to offer a modification of the LTF disbursements to advance as much in the first three quarters up to the approved amount in this item to address potential cash flow issues, pending cash receipts throughout the year.

Funding allocations by operator for FY 2023/24 are based on *Table 4.0: Summary of Funds Requested* in each SRTP. This table is used as the primary basis for allocating operating and capital revenues under the Commission's authority. Future funding needs described in the SRTP beyond FY 2023/24 are solely for projection and planning purposes.

Staff has reviewed the transit operators' funding requests for farebox ratio compliance and other eligibility requirements and recommends the approval of the FY 2023/24 SRTP updates (Attachments 1 – 8) and funding allocations for Measure A, LTF, STA, and SGR totaling $182,051,156 as shown in Attachment 9.

In accordance with TDA, allocations to claimants (transit operators) shall be made and take effect by resolution adopted by the regional transportation planning agency. As such, Resolution No. 23-006, "*Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds for the Fiscal Year 2023/2024"* is required for adoption (Attachment 10).

The Commission also approves the allocation of FTA formula funds Sections 5307, 5311, 5337, and 5339 for each urbanized area in coordination with SCAG for submittal into the FTIP and publication of the FTA POP. Subsequently, SCAG will follow its public participation process to satisfy FTA POP requirements. Staff has reviewed the funding requests for FTA Sections 5307, 5311, 5337, 5339 funds as presented in the SRTPs of the cities of Corona and Riverside, RTA, SunLine, PVVTA, RCTC, and SCRRA (Attachments 3-8) for the total amounts shown in Attachment 9 and recommends approval and allocation of the FTA funds for the projects.

FISCAL IMPACT

The funding in the proposed FY 2023/24 SRTPs for LTF, STA, SGR, Measure A, and Low Carbon Transit Operations Program for rail are included in the Commission's proposed FY 2023/24 budget. The presented FY 2023/24 SRTPs do not include prior year allocations for capital projects that require Commission reimbursement; however, expenditures for those allocations are also included in the Commission's proposed FY 2023/24 budget. Various other federal, state, and local funds such as FTA, CMAQ, AB 2766, and passenger revenues that are received directly by the transit operators are also not included in the Commission's budget. Should any funding revenue projections change, or transit operators require additional funds, staff will return to the Commission with amendments as necessary.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24	Amount:	$126,340,061 (LTF) $22,570,071 (STA) $28,764,400 (Measure A) $4,376,624 (SGR)
Source of Funds:	LTF and STA; Measure A; and SGR			Budget Adjustment:	No

GLA No.:		
	LOCAL TRANSPORTATION FUND Western County Bus 002210 86101 601 62 86101 $73,746,448 Western County Rail 002213 97001 601 62 97001 $22,524,618 254199 86101 103 25 86101 $1,809,800 Coachella Valley Bus 002211 86101 601 62 86101 $27,186,741 Palo Verde Valley 002212 86101 601 62 86101 $1,072,454	**STATE TRANSIT ASSISTANCE** Western County Bus 002201 86102 241 62 86102 $14,665,136 Coachella Valley Bus 002202 86102 241 62 86102 $6,831,935 Coachella Valley Rail 002202 97001 241 62 97001 $750,000 Palo Verde Valley 002203 86102 241 62 86102 $323,000
	MEASURE A Western County Bus 269-62-86101 $1,169,000 270-26-86101 $1,000,000 Western Commuter Rail and Vanpool Operating Various 265-33-various $10,654,200 Various 265-24-various $7,544,300 002187 6XXXX 263 41 6XXXX $121,900 Coachella Valley Specialized Transit 258-26-86101 $8,275,000	**STATE OF GOOD REPAIR** Western Riverside Bus 002221 86102 242 62 86102 $2,365,839 Western Riverside Rail 002224 86102 242 62 97001 $1,050,785 Coachella Valley Bus 002222 86102 242 62 86102 $900,000 Palo Verde Valley 002223 86102 242 62 86102 $60,000

Fiscal Procedures Approved:		Date:	05/11/2023

Attachments (Click on the Link): https://www.rctc.org/wp-content/uploads/2023/05/Attachments-1-10-SRTPS-Transit-Operator-Funding-Allocation-and-Resolution.pdf

1) City of Banning, FY 2023/24 – FY 2025/26 SRTP
2) City of Beaumont, FY 2023/24 – FY 2025/26 SRTP
3) City of Corona, FY 2023/24 – FY 2025/26 SRTP
4) City of Riverside, FY 2023/24 – FY 2025/26 SRTP
5) PVVTA, FY 2023/24 – FY 2025/26 SRTP
6) RTA, FY 2023/24 – FY 2025/26 SRTP
7) SunLine, FY 2023/24 – FY 2025/26 SRTP
8) RCTC, FY 2023/24 – FY 2027/28 SRTP
9) FY 2023/24 Transit Operator Funding Allocations
10) Resolution No. 23-006

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor:	10	Abstain:	0	No:	0

AGENDA ITEM 7N

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Sheldon Peterson, Rail Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Fiscal Year 2022/23 Low Carbon Transit Operations Program Resolution

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Adopt Resolution No. 23-003 "*Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Riverside County Free Rail Pass Program in the amount of $1,007,009*".

BACKGROUND INFORMATION:

The Commission's Commuter Rail Program applies for various federal and state funds that are necessary to fund rail projects within Riverside County. The Commuter Rail Program is currently seeking approval to utilize $1,007,009 of formula Low Carbon Transit Operations Program (LCTOP) grant funding, administered by the California Department of Transportation, for the Riverside County Free Rail Pass Program (Program). This request follows last year's allocation of $2,406,486 to make a total of $3,413,495 available for the program.

Projects eligible for this funding need to reduce greenhouse gas emissions and support transit agencies in their effort to increase mode share. The Program will provide free Metrolink passes to riders in Riverside County. Free Metrolink passes would attract new riders, incentivize existing riders to take more trips, and contribute to greenhouse gas emission reduction.

The Program would allow riders to sign up through RCTC's existing Commuter Assistance website "IE Commuter" and be issued free passes through the Metrolink's Mobile Ticketing Application. For riders without access to mobile devices, the Program would provide promotional codes to purchase the passes at ticket vending machines. Once potential riders have signed up and are verified residents, they can request their initial free roundtrip codes. When they use this set of codes, they can return to the IE Commuter Site to request additional round trips or five-day passes, if they want to ride more frequently. After using the five-day passes further requests could include monthly passes to encourage ongoing and consistent train travel. The goal is to support new riders for up to three months, however this is subject to change as the program is

finalized. In addition, the program will offer a continuing free pass program for college and university students for the duration of the program with monthly requests. This would help expand access to public transportation for disadvantaged and low-income populations and reduce the financial barriers to trying public transportation. In addition, as an IE Commuter partner, RCTC is partnering with San Bernardino County Transportation Authority to make the free passes available to both San Bernardino and Riverside County residents. The Program is anticipated to begin in fall 2023 and would be piloted for a minimum of three-years.

FISCAL IMPACT:

As required by the LCTOP grant guidelines, Resolution No. 23-003 (Attachment 1) is needed to authorize use of the funds on free passes and authorize the Executive Director to execute the Certifications and Assurances and Authorized Agent forms. The resolution is required to submit and file the grant; therefore, staff recommends adoption of the resolution related to the FY 2022/23 LCTOP grant.

Funding received from this grant is included in the FY 2023/24 budget and reflected in Commission's FY 2023/24 Short Range Transit Plan.

Financial Information						
In Fiscal Year Budget:	N/A	Year:	FY 2023/24	Amount:	$1,007,009	
Source of Funds:	LCTOP			Budget Adjustment:		N/A
GL/Project Accounting No.:	632107 415 41511 0000 263 41 41501 revenues					
Fiscal Procedures Approved:				Date:	05/11/2023	

Attachment: Resolution No. 23-003

Approved by the Western Riverside County Programs and Projects Committee on May 22, 2023

In Favor: 8 Abstain: 0 No: 0

RESOLUTION NO. 23-003

AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE RIVERSIDE COUNTY FREE RAIL PASS PROGRAM IN THE AMOUNT OF $1,007,009

WHEREAS, the Riverside County Transportation Commission is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors, including local agencies; and

WHEREAS, the Riverside County Transportation Commission wishes to delegate authorization to execute the Certification and Assurances and the Authorized Agent documents for the LCTOP in relation to the Riverside County Free Rail Pass Program, and any amendments thereto, to Anne Mayer, Executive Director; and

WHEREAS, the Riverside County Transportation Commission wishes to implement the LCTOP project(s) listed above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Anne Mayer, Executive Director be authorized to execute all required documents for the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in Fiscal Year 2022/2023 LCTOP funds:

(Continued on next page)

DRAFT

List project(s), including the following information:
Project Name: Riverside County Free Rail Pass Program
Amount of LCTOP funds requested: $1,007,009
Short description of project: The Riverside County Transportation Commission will use LCTOP funds to provide free Metrolink passes to encourage new passenger rail riders within Riverside County.
Benefit to a Priority Populations: Project improves combined housing and transportation affordability.
Amount to benefit Priority Populations: $1,007,009
Contributing Sponsors (if applicable):

APPROVED AND ADOPTED this 14th day of June 2023.

_____
Robert E. Magee, Chair
Riverside County Transportation Commission

ATTEST:

_____
Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

DRAFT

AGENDA ITEM 7O

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Hector Casillas, Right of Way Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Approval to Acquire Right of Way for the Interstate 15/State Route 91 Express Lanes Connector Project

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Authorize the acquisition of one additional parcel consisting of a footing easement and temporary construction easement (TCE) for the Interstate 15/State Route 91 Express Lanes Connector Project (ELC) in accordance with the Commission's Right of Way Policies and Procedures.

BACKGROUND INFORMATION:

The Commission, in cooperation with the California Department of Transportation (Caltrans), is building the I-15/91 ELC, which will link the 15 Express Lanes to the 91 Express Lanes. A new connection will be provided from the eastbound 91 Express Lanes to the northbound 15 Express Lanes and from the southbound 15 Express Lanes to the westbound 91 Express Lanes.

In April 2017 Governor Brown signed Senate Bill 132 which appropriated $427 million to the Riverside County Transportation Efficiency Corridor for five projects. SB 132 allocated $180 million to the 15/91 ELC project. That same year the Commission approved amending existing contracts and/or pursuing new contracts to expedite project delivery. In 2018 RCTC prepared preliminary design and environmental studies. In 2019, the Commission approved funding to address a funding gap by authorizing the allocation of $90 million from surplus toll revenue and staff commenced procurement for a design-build contractor. In April 2020 the Commission approved a design-build contractor and design work began in spring 2020. In April 2021, Construction began, and the project is anticipated to open this year.

Recently, after an updated noise study was completed the design-build team identified the need to acquire additional right of way. A wall footing easement and TCE is anticipated from the following property.

RCPN	APN	Property Owner(s)
1253	115-353-014	Adrian Choy, et al.

Staff recommends that the Commission authorize the acquisition for the ELC project in accordance with the Commission's Right of Way Policies and Procedures.

FISCAL IMPACT:

Staff estimates the easement costs to be approximate $50,000. These costs are included in the Fiscal Year 2023/24 budget.

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2023/24	Amount:	$50,000	
Source of Funds:	91 Surplus Toll Revenue Funds			Budget Adjustment:		No
GL/Project Accounting No.:	003039-81401-00000-0000-605-31-81401					
Fiscal Procedures Approved:				Date:	05/24/2023	

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Sheldon Peterson, Rail Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Approval of Metrolink Operating and Capital Subsidies for Fiscal Year 2023/24 and Related Action Items

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
2) Approve the Fiscal Year 2023/24 SCRRA operating and capital budget, which results in an operating subsidy of $28,231,736, with an operating contingency of $1,658,651, for a not-to-exceed total of $29,890,387, and a capital subsidy of $15,624,704;
3) Authorize the Executive Director to finalize and execute Memorandum of Understanding (MOU) No. 23-25-079-00 with SCRRA regarding annual funding, including subrecipient matters related to pass-through of federal funding;
4) Authorize the Executive Director, pursuant to legal counsel review, to enter into a working capital loan agreement with SCRRA for up to $5,000,000, contingent on the development and subsequent approval of an associated policy by the SCRRA Board of Directors and concurrence from all five member agencies;
5) Approve Amendment No. 1 to MOU No. 22-25-090-01 with SCRRA for the Commission's FY 2022/23 funding obligation for an additional $448,509 from Local Transportation Funds (LTF) for additional expenses accrued from FY 2021/22; and
6) Approve changes to the Commission's amended FY 2022/23 Short Range Transit Plan (SRTP) to reflect the $448,509 increase.

BACKGROUND INFORMATION:

Metrolink is the brand name for the services operated by SCRRA. The Commission is one of the five member agencies that comprises the SCRRA joint powers authority (JPA). All member agencies must formally commit to fund their proportionate shares of commuter rail operating and capital costs on an annual basis. Each member agency must approve the budget before adoption of a final budget by the SCRRA Board of Directors, no later than June 30, 2023. On May 4, 2023, SCRRA provided staff with the proposed FY 2023/24 budget (Attachment 1) requirements for member agency consideration. A formal transmission of the proposed FY 2023/24 budget is expected to be distributed to member agencies by the end of May 2023.

SCRRA anticipates adopting the final budget by June 22, 2023. As required by the provisions of the JPA, a separate Commission action to adopt the SCRRA budget is needed.

Metrolink FY 2022/23 Service Highlights

The following is a review of Metrolink's FY 2022/23 activities:

- Celebrated its 30th year of operations
- Updated the logo and refreshed their branding
- Maintained service at 90 percent of pre-pandemic levels (number of trains)
- Incentivized riders to try the train by offering free rides on Transit Equity Day and Earth Day
- Made available innovative fare options to incentivize telecommuting and other riders to ride the train including $15 Summer Day Pass and a 30 percent Discount on Monthly Passes for three months
- Implemented a low-income fare to address equity issues

Metrolink's Proposed FY 2023/24 Budget

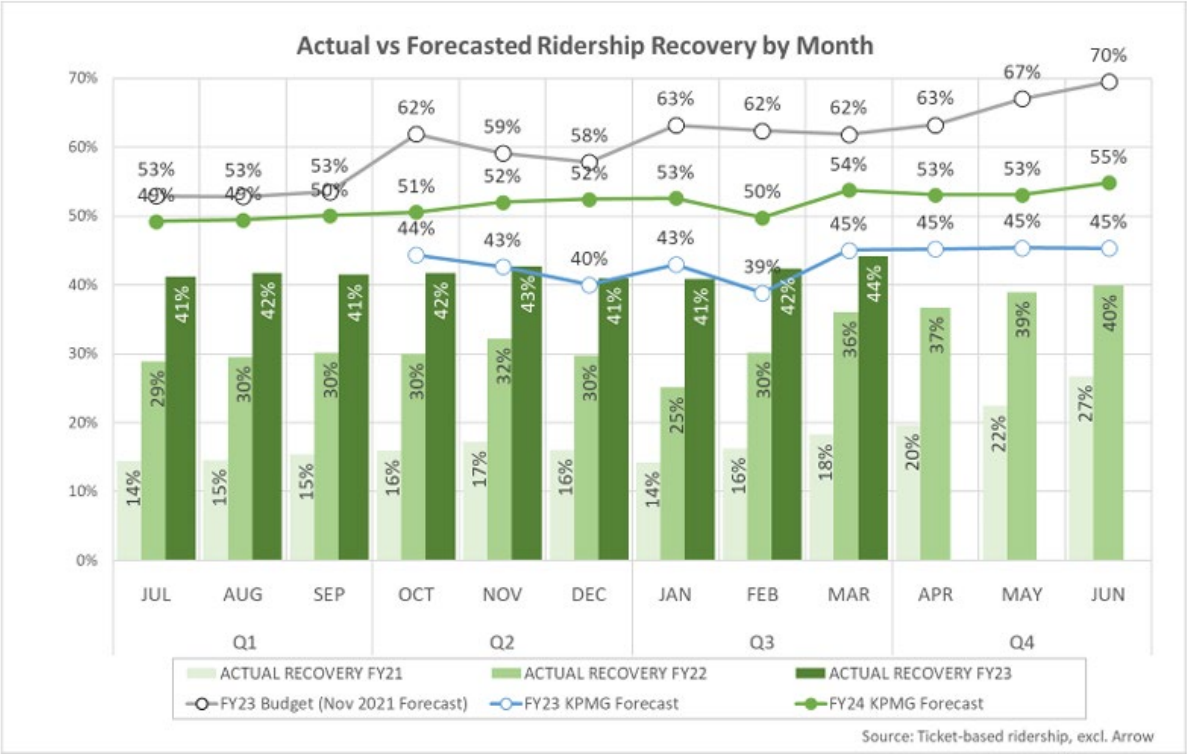
The proposed budget provides funding to achieve the following:

- Continued improvements to reliability, on-time performance, and the customer experience by enhancing the rehabilitation program to reduce major failures by retrofitting cars
- Recovery of ridership and revenue
  - Fare programs to capture returning commuters
  - Assistance for low-income riders
  - Expansion of ridership base to include ridership for entertainment, day trips, and shopping
- Continued emphasis on safe operations
- Continued updates and maintenance of Positive Train Control program systemwide in coordination with the freight railroads
- Grant funded efforts to reduce the number of trespasser injuries
- Investment in existing assets to maintain a state of good repair by:
  - Funding critical rehabilitation projects
  - Improving processes to accelerate project delivery
  - Grant funded replacement of Tier 2 Locomotives

Metrolink's proposed total operating budget is $303.4 million, an increase of about 2 percent from the prior year, primarily attributed to fixed contract rate increases. The budget assumes current service levels and is based on a conservative forecast of ridership and revenue recovery using the KPMG/Sperry Capital estimate as shown in Figure 1 below. Under this scenario, Metrolink forecasts that ridership will recover slowly over the next year. The five member agencies that comprise Metrolink are responsible for funding $250.6 million. The Commission's total operating obligation is an estimated $28,231,736. Staff is also proposing including a 6 percent contingency of $1,658,651 for a total not-to-exceed amount of $29,890,387. This will

provide flexibility to address unanticipated expenses and could allow capacity for additional special trains or service improvements.

Figure 1: Metrolink Ridership Recovery Forecast Budget Assumption



Source: Metrolink Audit & Finance Committee Report, May 13, 2022

Metrolink's proposed capital budget for FY 2023/24 anticipates $126.3 million in rehabilitation, $12.1 million in new capital for combined total of $138.4 million. The Commission's capital obligation for FY 2023/24 is $13,376,399 million in rehabilitation and $2,248,305 in new capital for a total of $15,624,704, up from roughly $10 million in the prior year.

When this item was presented to the Budget and Implementation Committee, it was noted that the Commission's operating and capital subsidies were still draft estimates. Since then, Metrolink has provided final budget figures and has confirmed that the Commission's operating subsidy will remain the same while the capital subsidy is slightly reduced from $15,691,304 to $15,624,704.

Metrolink's budget excludes the Commission's expenses for the nine RCTC-owned stations. These expenses are included in the Commission's adoption of the FY 2023/24 budget and include station operations and maintenance, right of way, and other station capital projects.

<u>Metrolink Working Capital Loan</u>

During the FY 2003/24 budget development process, SCRRA staff requested that Member Agencies contribute to a working capital fund to address cash flow issues created by the capital reimbursement process from federal and state grants. Like most grant processes, SCRRA needs to pay invoices from vendors and seek reimbursements from the grants which could take several

months. SCRRA staff proposed a working capital loan concept where the member agencies would provide SCRRA $50 million dollars, divided proportionally among the Member Agencies, to be set aside to cover the float for these cash flow issues. The Commission's share based on train miles would be roughly $4.7 million. Most, but not all member agencies, have agreed to this in concept but many details still need to be resolved. Staff is seeking budget authority from the Commission of up to $5 million in Measure A funds and direction for the Executive Director to negotiate the final terms of the loan, pursuant to legal counsel review and adoption of a policy by the SCRRA Board that governs the use of the working capital loan funds and that is satisfactory to the Commission and the other four SCRRA Member Agencies.

Metrolink FY 2022/23 MOU Funding Amendment

The final action requested of the Commission is to address an unforeseen and late notification Metrolink expense related to the mobilization of their new Maintenance of Way Contractor. An invoice for $448,509 was received by the Commission in September 2022 for FY 2021/22 expenses that will need to be processed in FY 2022/23. Staff is recommending LTF funding be used to cover this invoice and an amendment to MOU No. 22-25-090-01 (Attachment 3) be approved to reflect this increase. In addition, the funding summary in Table 4 of the FY 2022/23 SRTP (Attachment 4) is updated to capture this change.

FINANCIAL IMPACT

Staff recommends approval of Metrolink's proposed FY 2023/24 budget and the Commission's annual share as outlined in the annual funding MOU No. 23-25-090-00 (Attachment 2), which is consistent with the Commission's FY 2023/24 SRTP and budget. The Commission's total operating funding requirement for Metrolink services for FY 2023/24 is the requested amount $28,231,736, and staff is proposing a 6 percent contingency of $1,658,651 for an overall amount of $29,890,387. This will be funded with the following revenue sources as shown in Table 1:

Table 1: FY 2022/23 Operating Subsidy by Revenue Source

Revenue Source	Amount
Local Transportation Fund (LTF)	$20,865,967
FTA Section 5337 (Preventative Maintenance, Drawn down by SCRRA)	$ 7,365,769
Requested Total	$28,231,736
Added Contingency – LTF Funds	$ 1,658,651
Revised Total	$29,890,387

The Commission's total capital obligation is $15,624,704 and includes capital rehabilitation projects of $13,376,399 that can be funded with FTA Section 5337; new capital and locomotive replacement expenses of $2,248,305 will be covered by FTA Section 5307 grant funds. The FTA funds for both operating and capital are being allocated to SCRRA and will not have an impact on the Commission's budget as SCRRA will directly obligate them with FTA.

Staff is also recommending up to $5 million in Measure A budget authority for FY 2023/24 to address SCRRA's working capital needs, which is included in the FY 2023/24 budget.

For the FY 2022/23 MOU amendment, the additional $448,509 payment does not require a budget amendment as sufficient LTF is available in the current year.

Financial Information for SCRRA Budget Subsidy						
In Fiscal Year Budget:	Yes	Year:	FY 2022/23 FY 2023/24	Amount:	FY23 Ops $448,509 FY24 Ops $22,524,618 FY24 Capital (Working Capital Loan) $5,000,000	
Source of Funds:	**Operating:** LTF Western County Rail Measure A, FTA Grant Funds				Budget Adjustment:	No
GL/Project Accounting No.:	254199 86101 00000 0000 103 25 86101 $448,509 254199/034198 86101 00000 0000 103 25 86101 $22,524,618 654199 86102 00000 0000 265-33-86102 $5,000,000					
Fiscal Procedures Approved:					Date:	06/05/2023

Attachments:
1) SCRRA Draft Budget for FY 2023/24
2) Draft MOU No. 23-25-090-00 for FY 2023/24 SCRRA Funding
3) Amendment 1 to MOU No. 22-25-090-01 for FY 2022/23 SCRRA Funding
4) FY 2022/23 SRTP Table 4 Amendment

Approved by the Budget and Implementation Committee on May 22, 2023

In Favor: 10 Abstain: 0 No: 0

FY24 Proposed Operating Budget by Member Agency

Attachment D

(000's)	METRO	OCTA	RCTC	SBCTA	VCTC	TOTAL
Operating Revenue						
Farebox Revenue	17,181	8,347	3,151	4,688	771	34,138
Fare Reduction Subsidy	293	-	-	197	-	490
Other Train Subsidies	2,565	-	-	-	-	2,565
Special Trains	-	-	-	-	-	-
Subtotal-Pro Forma FareBox	**20,040**	**8,347**	**3,151**	**4,885**	**771**	**37,194**
Dispatching	1,019	594	13	116	220	1,963
Other Revenues	344	150	73	88	35	691
MOW Revenues	6,811	3,047	880	1,766	427	12,932
Total Operating Revenue	**28,215**	**12,138**	**4,117**	**6,855**	**1,454**	**52,779**
Operating Expenses						
Operations & Services						
Train Operations	25,174	9,227	4,409	5,606	2,114	46,530
Equipment Maintenance	21,813	10,129	5,091	5,414	2,112	44,560
Fuel	15,330	6,667	2,874	3,588	1,284	29,743
Non-Scheduled Rolling Stock Repairs	50	24	10	12	3	100
Operating Facilities Maintenance	1,129	534	232	271	78	2,244
Other Operating Train Services	468	130	112	157	75	942
Rolling Stock Lease	-	-	-	-	-	-
Security	8,581	3,437	1,766	1,903	825	16,513
Public Safety Program	49	18	15	11	10	103
Passenger Relations	980	526	182	284	48	2,021
TVM Maintenance/Revenue Collection	2,335	1,147	871	673	317	5,342
Marketing	1,605	787	301	462	84	3,238
Media & External Communications	153	56	48	34	32	322
Utilities/Leases	1,465	532	459	324	307	3,088
Transfers to Other Operators	1,746	821	236	359	108	3,269
Amtrak Transfers	485	543	-	-	157	1,185
Station Maintenance	3,135	718	354	742	281	5,229
Rail Agreements	1,973	1,825	1,608	373	902	6,680
Holiday Trains	-	-	-	-	-	-
Special Trains	238	99	56	72	36	500
Subtotal Operations & Services	**86,710**	**37,220**	**18,625**	**20,284**	**8,772**	**171,611**
Maintenance-of-Way						
MoW - Line Segments	29,835	10,521	3,380	6,802	3,008	53,546
MoW - Extraordinary Maintenance	465	114	76	85	55	794
Subtotal Maintenance-of-Way	**30,300**	**10,635**	**3,456**	**6,886**	**3,063**	**54,340**
Administration & Services						
Ops Salaries & Fringe Benefits	8,169	2,980	2,555	1,810	1,707	17,221
Ops Non-Labor Expenses	6,368	2,567	1,563	1,475	858	12,830
Indirect Administrative Expenses	11,698	4,248	3,669	2,589	2,453	24,658
Ops Professional Services	1,289	468	404	285	270	2,717
Subtotal Admin & Services	**27,523**	**10,264**	**8,191**	**6,160**	**5,289**	**57,426**
Contingency	**42**	**15**	**13**	**9**	**9**	**88**
Total Operating Expenses	**144,574**	**58,133**	**30,284**	**33,339**	**17,133**	**283,464**
Insurance and Legal						
Liability/Property/Auto	8,473	4,009	1,740	2,030	585	16,838
Net Claims / SI	498	236	102	119	34	990
Claims Administration	1,080	511	222	259	75	2,146
Total Net Insurance and Legal	**10,051**	**4,756**	**2,064**	**2,408**	**694**	**19,974**
Total Expense	**154,625**	**62,889**	**32,349**	**35,748**	**17,828**	**303,438**
Loss/Member Support Required	**(126,410)**	**(50,751)**	**(28,232)**	**(28,892)**	**(16,373)**	**(250,659)**

Agreement No. 23-25-079-00

MEMORANDUM OF UNDERSTANDING NO. 23-25-079-00
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
FISCAL YEAR 2023-24 ANNUAL FUNDING MOU

This Memorandum of Understanding ("MOU") is effective as of this ___ day of _____ 2023, by and between the Southern California Regional Rail Authority (hereinafter referred to as "SCRRA"), 900 Wilshire Blvd Suite 1500, Los Angeles, California 90017, and the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, California 92501, a public agency (hereinafter referred to as "RCTC"), which are sometimes individually referred to as "PARTY", and collectively referred to as "PARTIES".

I. **RECITALS**

A. RCTC and SCRRA desire to enter into a MOU to define RCTC's financial commitments to the SCRRA fiscal year (FY) 2023-24 operating budget and rehabilitation/renovation and new capital budget (collectively, the "BUDGET").
B. RCTC and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA as a subrecipient of RCTC federal funds for costs in connection with the rehabilitation/renovation new and capital budget, and SCRRA's prior year rehabilitation/renovation and new capital costs.
C. SCRRA provides a commuter rail service operating to, within, or through Los Angeles, Riverside, San Bernardino, Ventura, San Diego and Orange Counties.
D. RCTC funds SCRRA commuter rail services benefitting Riverside County on the Riverside Line, Inland Empire-Orange County Line, and 91/Perris Valley Line (91/PVL) consistent with the existing cost sharing formula established by the Joint Powers Agreement forming SCRRA ("JPA"), RCTC Agreement No. M-23-008, to which RCTC is a party.
E. SCRRA's operating budget covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, security and guard services, public safety programs, passenger relations, existing ticket vending devices (TVD) maintenance and revenue collection, marketing and market research, media/external relations, utilities and leases, passenger transfers to

other operators, Rail 2 Rail program, station maintenance, freight rail agreements and general administrative costs that support SCRRA operations.

F. SCRRA's ongoing capital budget includes the following rehabilitation/renovation and new capital projects: track, structure, and signal work; all-share facilities projects, rolling stock (cars and locomotives), system-wide track, signal, information technology, communications, rubber tire vehicles, existing TVD, and mechanical improvements.

G. RCTC, at its June 14, 2023 meeting, approved RCTC's financial commitments to the SCRRA FY 2023-24 budget for operating costs and for rehabilitation/renovation and new capital projects with funds to be drawn down by SCRRA from the Federal Transit Administration (FTA).

H. RCTC, in previous Commission meetings, has approved RCTC's financial commitment to prior SCRRA rehabilitation/renovation and new capital projects. Certain projects have not been completed and funds for those carryover projects will be drawn down by RCTC from FTA and used to reimburse SCRRA as work related to the approved projects are completed and invoiced to RCTC.

I. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the San Jacinto Subdivision.

J. As the Railroad of Record on behalf of RCTC, SCRRA agrees to maintain track, signals, and crossing warning systems on the out of service portion of the San Jacinto Subdivision as needed ("ENS Signage and Maintenance Services"). SCRRA will post and maintain Emergency Notification Signs (ENS) with Metrolink's emergency telephone number at all crossings on the out of service areas as required by the Federal Railroad Administration (FRA) CFR Title 49 §234. The cost of all maintenance with respect to this portion of the Subdivision incurred by SCRRA will be tracked as a separate recollectable project and billed separately to RCTC outside of this MOU. RCTC shall reimburse SCRRA for any maintenance on this portion of the subdivision within 30 days of approval of an invoice.

K. Pursuant to the Shared Use Agreement between RCTC and BNSF Railway (BNSF), BNSF is obligated to pay a set rate per mile for trains that are operated and dispatched over the PVL ("BNSF Per Mile Payment Obligation").

L. SCRRA will also maintain only to the extent that costs so incurred will be reimbursable by BNSF within twenty (20) feet from the center line along the freight-only double track, sidings and spurs between Highgrove Junction to the end of the PVL operating segment ("Freight Only Maintenance of Way Services"), provided that the costs for such maintenance are not an RCTC obligation, and shall

instead be reimbursed by BNSF pursuant to the BNSF Per Mile Payment Obligation. SCRRA shall perform only work that will be covered by the per mile payment. SCRRA shall invoice BNSF for such costs. RCTC shall work with SCRRA to ensure that SCRRA is reimbursed by BNSF.

M. SCRRA agrees to provide special train service as included in the budget and will coordinate schedules and service options with member agencies.

N. RCTC shall provide security guard services for the layover facilities at South Perris and Riverside Downtown stations, and SCRRA agrees to reimburse RCTC for such services as further detailed in this MOU but not to exceed $400,000.

II. **Scope of MOU**

This MOU specifies the terms and conditions, roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. Both RCTC and SCRRA agree that each will cooperate and coordinate with the other in all activities covered by this MOU and any other supplemental MOUs that may be required to facilitate the purposes thereof.

III. **Responsibilities of RCTC**

RCTC agrees to the following responsibilities for the BUDGET:

A. Allocate to SCRRA the RCTC share of the BUDGET for operating costs in the not-to exceed amount of Twenty-Eight Million, Two Hundred Thirty-One Thousand, Seven Hundred Thirty-Six Dollars ($28,231,736) for rail operations using state, local and federal funds, which will be invoiced to RCTC on a quarterly basis in advance by SCRRA. The breakdown of all funds to be used for the operating subsidy allocation is as follows:

Source	Amount
LTF	$20,865,967
FTA Section 5337	$7,365,769
Total	$28,231,736

The best available information at the time of execution of this Agreement regarding the federal funding sources is included in Exhibit D, Details of Federal Award, attached to this MOU and incorporated herein by reference. RCTC may provide SCRRA an updated Details of Federal Award with additional or revised information regarding the federal funding sources via a separate letter, which shall, without further action of the PARTIES, amend the current

version of Exhibit D and be considered a part of this MOU. Such additional information or revisions shall not include changes to the terms of this MOU, or the amount of funding provided hereunder. In addition, RCTC will establish a 5.8% contingency amount of One Million, Six Hundred Fifty-Eight Thousand, Six Hundred Fifty-One Dollars ($1,658,651) for unforeseen expenses or service adjustments during the year. Separate invoices will be required for any contingency related expenses.

B. Program Thirteen Million, Three Hundred Seventy Six Thousand, Three Hundred Ninety-Nine Dollars ($13,376,399) for state of good repair capital subsidy in FTA Section 5337 and Two Million, Two Hundred Forty Eight Thousand, Three Hundred and Five Dollars ($2,248,305) for new capital subsidy in FTA Section 5307 funds and Seven Million, Three Hundred Sixty-Five Thousand, Seven Hundred and Sixty-Nine Dollars ($7,365,769) for preventative maintenance in FTA Section 5337 to be drawn down directly by SCRRA. SCRRA will develop and execute the grants directly with FTA and provide RCTC with quarterly updates as to the status of the projects and fund drawdowns.

C. For funds provided through prior year MOUs, RCTC will continue to reimburse SCRRA as a subrecipient for rehabilitation and renovation projects. RCTC shall review each invoice and pay all authorized expenses within 30 days following approval of an invoice that is properly submitted in accordance with this MOU.

D. Review each SCRRA invoice for rehabilitation/renovation, and RCTC-approved new capital project costs to ensure eligibility for federal reimbursement and make timely drawdown requests to FTA for eligible expenses following approval of the invoice.

E. Prepare and submit to the FTA, on a timely basis, all required periodic reports and milestone updates.

F. Comply with all requirements of the current FTA Master Agreement, found at https://www.transit.dot.gov/sites/fta.dot.gov/files/2022-02/FTA-Master-Agreement-v29-2022-02-07.pdf

G. Monitor SCRRA's respective responsibilities as a subrecipient of RCTC's federal funds for rehabilitation/renovation and new capital costs in connection with the BUDGET and with SCRRA's prior years' carryover budget.

H. Per the regular operating formula, as set forth in the JPA, reimburse SCRRA for Maintenance of Way Services performed within twenty (20) feet from the center line along PVL, including any railroad structure or ballast cross–section that is located outside of this twenty (20) feet area (collectively, the "PVL SCRRA Maintenance Area"). These costs shall be included in the quarterly rail operations invoices submitted by SCRRA pursuant to Section III.A and are part

of the BUDGET allocated not-to-exceed amount set forth therein as listed in Exhibit A attached to this MOU and incorporated herein by reference.

I. For the PVL, be responsible for applicable Maintenance of Way Services that are outside the PVL SCRRA Maintenance Area. RCTC shall not be required to provide flagmen for such Maintenance of Way Services if the Roadway Workers remain outside the 20 feet from centerline of track and there is no potential to foul the tracks. RCTC shall properly ensure that contractors have safety training for employees regardless of their duties.

J. Provide security guards for the layover facilities at South Perris and Riverside Downtown stations, which costs shall be reimbursed by SCRRA. SCRRA's payment obligation shall be based on the agreed upon terms. which is at a maximum of $400,000 a year. RCTC shall invoice SCRRA on a quarterly basis for the direct security and management costs associated with the security of the layover facilities. Notwithstanding any other provision of this MOU, RCTC may unilaterally terminate the obligation to provide security guard services under this MOU upon 30-day written notice to SCRRA.

K. Require, under its contract(s) for security guard services, that the contractor(s) indemnify SCRRA to the same extent as indemnification is provided to RCTC and include SCRRA as an additional insured under all applicable policies required by RCTC under the contract(s).

L. Make available to SCRRA as part of this MOU station security camera feeds for SCRRA's safety and security needs. However, this MOU does not cover any additional connections requested by SCRRA. Future connections shall be agreed to in writing by the PARTIES, and funding for any costs associated therewith will need to be identified.

IV. **Obligations of SCRRA**

SCRRA agrees to the following responsibilities for the BUDGET:

A. Establish fiscal controls and accounting procedures sufficient to assure proper accounting for all transactions, so that audits may be performed. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP).

B. Comply with the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to:

   a. Indirect Cost Rate. SCRRA's submitted federally recognized indirect cost rate negotiated between SCRRA and the FTA. SCRRA will provide RCTC the rates in a separate letter as soon as they are available. If the

rates are updated with FTA, within 30 days of approval, SCRRA must reconcile its billings for any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using the provisional rates. Interest may not be claimed on any potential underpayments.

C. Comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations and policies in carrying out this MOU, and shall_implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to RCTC upon request.

D. Comply with all applicable sections of 2 CFR 200 "Grants and Agreements" pertaining to the management of federally funded assets. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements 2 CFR 200.

E. Comply with all applicable sections of FTA Circular 5010.1.e pertaining to the management of federally funded assets, FTA Circular 4220.1F pertaining to any third-party contracts funded with FTA funds, and any other applicable FTA Circulars. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements in Circular 5010.1.e.

F. Assume the role of direct recipient of current federal awards for the preventative maintenance, state of good repair, and new capital grants with funding allocated by RCTC. Quarterly reporting will need to be provided. For all prior year outstanding grants, SCRRA will provide RCTC with all the necessary information to remain in compliance as a subrecipient with the Uniform Guidance, FTA requirements, and RCTC Subrecipient Guidelines, all of which are on file at the offices of the PARTIES and are incorporated herein by reference.

G. Comply with all applicable requirements of the FTA Master Agreement, the terms of which are incorporated herein by reference, and be responsible for any violation of FTA rules, regulations or policies, or misuse of funds by SCRRA.

H. Submit a separate invoice to RCTC (Attention: Accounts Payable) on a quarterly basis for RCTC's share of the costs associated with the individual components of the BUDGET. Each invoice shall be in a mutually acceptable form and shall include the following information, at a minimum:

    a. RCTC Agreement number
    b. Time period covered by the invoice
    c. Total invoice amount
    d. For rehabilitation/renovation and new capital projects, supporting documentation, such as progress reports, contractor invoices, or other records to indicate payment has been made to contractor(s), or that

payment is imminent in the amount of the invoice, and such additional supporting documentation and background information as RCTC may reasonably require (including executed contracts, as further described below):

e. All information needed for quarterly project reporting and milestone updates to allow RCTC enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than ten (10) days prior to the required date of the quarterly submission to the FTA, which is 30 days following the end of each quarter.

I. For each invoice submitted to RCTC related to rehabilitation/renovation and capital projects, provide a description of services performed during invoice period and included in the invoice;

J. For rehabilitation/renovation and capital projects, provide quarterly reports detailing total amount invoiced to date and balance remaining on projects; any significant issues encountered or anticipated; and a breakdown of percent completed and remaining for projects.

K. Provide quarterly budget to actual reports to RCTC and the SCRRA Board of Directors reflecting actual ridership and revenues and expenses at a line item level compared to the adopted operating budget, based on financial information generated by SCRRA's Oracle financial system. Such financial information shall be based on a monthly financial closing process that includes significant accruals and material account reconciliations.

L. Operate Metrolink commuter rail service on three lines serving Riverside County within budgeted service levels.

M. Submit invoices to RCTC in a timely manner to allow RCTC to draw down FTA federal funds directly and provide quarterly expenditure report by grant to RCTC no later than the 20th of the month following the end of each quarter reflecting anticipated drawdown of federal funds and funds expended for RCTC-funded capital, rehabilitation/renovation projects, including a progress report on each budgeted rehabilitation/renovation project that includes status of each project, schedule update, , and expenditures to budget.

N. Provide a reconciliation report to RCTC by March 31, 2024, identifying a surplus or deficit in FY 2022-23 RCTC allocations to the SCRRA for operating expenses.

O. Obtain express written permission from RCTC prior to reallocating any unexpended/surplus FY 2022-23 RCTC operating funds.

P. Return to RCTC any unexpended/surplus FY 2022-23 funds unless RCTC has provided written permission for reallocation or an agreement on rolling over funds to FY 2023-24 for operations.

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Q. Make available quarterly reports summarizing FY 2023-24 actual data versus budget, to assist in the measurement of performance metrics.

R. As applicable, prepare and submit all required reports to federal and state agencies in a timely manner by the due dates established by those agencies in order to avoid any penalties that could impair funding to RCTC.

S. To qualify for reimbursement from RCTC, SCRRA must submit the invoices and documentation as detailed in this paragraph. A final invoice for operating expenses for FY 2023-24 must be submitted on or prior to June 30, 2024 for budgeted or adjusted budget operating expenses. If, after reconciliation of operating expenses is completed, it is determined that additional funds are needed to cover authorized expenses a revised final invoice with backup justification will be provided to RCTC by March 31, 2025. The invoices for rehabilitation/renovation and new capital projects shall be provided as soon as possible, in accordance with FTA guidelines of the specified grant funds. Should a rehabilitation/renovation or capital project incur a delay, SCRRA shall promptly notify RCTC as to the cause of delay and other pertinent information that may be required to obtain an extension of grant terms, as applicable. Invoices submitted beyond the stated timeframes, unless extended, will be reviewed and may be reimbursed, on a case-by-case basis, subject to the availability of funding, as determined by RCTC and its grantors.

T. Submit invoices to BNSF for dispatching along the PVL and for the Freight Only Maintenance of Way Services. If the annual BNSF Per Mile Payment Obligation exceeds the costs of the Freight Only Maintenance of Way Services, SCRRA shall also invoice BNSF for a portion of the Maintenance of Way Services within the PVL SCRRA Maintenance Area.

U. Provide Maintenance of Way Services within the PVL SCRRA Maintenance Area.

V. Be responsible for all the fencing maintenance, weeding, trash, graffiti and maintenance within SCRRA's responsibility for track and structures.

W. As the Railroad of Record on behalf of RCTC, SCRRA agrees to provide the ENS Signage and Maintenance Services as defined in Section I.J, to track such services as a separate recollectable project, and to bill RCTC for such services separately, outside of this MOU.

X. Reimburse RCTC on a quarterly basis for the direct security costs associated with the security of the layover facility located at the Riverside Downtown station and the South Perris Station along the PVL, for a total, not-to-exceed amount of $400,000. Payments shall be made to RCTC within thirty (30) days of receipt and approval by SCRRA of RCTC's invoice and supporting documentation. Hourly rates for security services are as set forth in Exhibit C attached to this MOU and incorporated herein by reference. Notwithstanding

any other provision of this MOU, SCRRA may unilaterally terminate the security guard services provided under this MOU upon 30-day written notice to RCTC.

Y. Make available to RCTC as part of this MOU security camera feeds for RCTC's safety and security needs. The feeds captured within and near the station areas that are intended to monitor Communication Structures and other areas related to trains operations and equipment shall also be made available to RCTC. Future connections will need to be agreed to in writing by the PARTIES and funding for any costs associated with the project will need to be identified.

Z. Maintain the 48 fibers provided by RCTC for SCRRA's use.

AA. Be responsible for the maintenance of existing TVDs located at RCTC owned stations. Removal of any TVD from the designated station will require written notification to and approval from RCTC prior to work commencing. If the removal or the relocation of the TVD is requested by RCTC, any associated costs will be incurred by RCTC.

BB. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the Freight Only Maintenance of Way Services and any additional Maintenance of Way Services along the PVL on a quarterly basis. Those revenues will be used to offset RCTC's member agency operating subsidy allocation and reported on quarterly invoices.

CC. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the dispatching along the PVL.

DD. Be responsible for the maintenance of the Riverside Downtown and South Perris layover facilities, unless different agreements are made in writing by both PARTIES.

EE. Complete all work to be funded under this MOU in a good and workmanlike manner, consistent with the standard of care generally recognized as being employed by professionals in the same discipline in the State of California. Failure of SCRRA to abide by the conditions above may result in delay to payment schedule outlined in Responsibilities of RCTC.

V. **Maximum Obligation**

A. Notwithstanding any provisions of this MOU to the contrary, RCTC and SCRRA agree that RCTC's maximum cumulative payment obligation hereunder shall be Twenty-Eight Million, Two Hundred Thirty-One Thousand, Seven Hundred Thirty-Six Dollars ($28,231,736) for rail operations; One Million, Six Hundred Fifty-Eight Thousand, Six Hundred Fifty-One Dollars ($1,658,651) for contingency; Thirteen Million, Three Hundred Seventy Six Thousand, Three Hundred Ninety-Nine Dollars ($13,376,399) for state of good repair capital subsidy and Two Million, Two Hundred Forty Eight Thousand, Three Hundred and Five Dollars ($2,248,305) for new capital

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subsidy. Any amendments to the BUDGET that increase the amount set forth as due from RCTC will require RCTC board approval.

B. Notwithstanding any provisions of the MOU to the contrary, RCTC and SCRRA agree that SCRRA's maximum cumulative payment obligation hereunder for security guard services shall be Four Hundred Thousand Dollars ($400,000).

VI. **Complete MOU**

A. This MOU, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) between SCRRA and RCTC concerning the subject matter addressed herein and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this MOU shall not affect the validity of other term(s) or conditions(s) of this MOU. The above-referenced Recitals are true and correct and are incorporated by reference herein.

B. RCTC'S failure to insist on any instance(s) of SCRRA's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of RCTC's right to such performance or to future performance of such term(s) or condition(s), and SCRRA's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon RCTC except when specifically confirmed in writing by an authorized representative of RCTC by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.

C. SCRRA's failure to insist on any instance(s) of RCTC's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of SCRRA's right to such performance or to future performance of such term(s) or condition(s), and RCTC's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon SCRRA except when specifically confirmed in writing by an authorized representative of SCRRA by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.

VII. **Authorized Representatives**

The actions required to be taken by SCRRA and RCTC in the implementation of this MOU are delegated to the respective authorized representative of each PARTY. The authorized representative for SCRRA is its Chief Executive Officer, or designee, and the authorized representative for RCTC is its Executive Director, or designee.

VIII. **Audit and Inspection**

In its role as a subrecipient, SCRRA shall:

A. Maintain a complete set of accounting records in accordance with GAAP for RCTC subrecipient monitoring, FTA, and normal operations purposes. The original records shall be maintained within the SCRRA limits.
B. Prepare and file, within nine (9) months after the close of the fiscal year, financial statements of SCRRA for such fiscal year, together with an audit report thereon prepared by and independent certified public accountant. SCRRA shall publish and provide a copy to RCTC of audited financial statements within ten (10) days of board approval of the financial statements and audit report.
C. Upon reasonable notice, permit the authorized representatives of RCTC and FTA to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of not less than three (3) years after final payment, or until any on-going audit is completed whichever is longer. For purposes of audit, the date of completion of this MOU shall be the date of RCTC's payment of SCRRA's final billing (so noted on the invoice) under this MOU.
    a. Upon conclusion of RCTC's monitoring of SCRRA as a subrecipient under this MOU, RCTC shall prepare a notice to SCRRA of any findings or deficiencies and immediate actions to be taken by SCRRA to correct issues involving ineligible uses of federal funds.
        i. SCRRA shall timely develop a corrective action plan for any findings or deficiencies from the issuance of the review findings to address deficiencies or noncompliance issues.
D. With respect to audits in accordance with (C), include these same requirements in construction contracts with SCRRA's contractor(s).
E. Comply with the terms and conditions for close-out of subawards.

RCTC shall have the right to reproduce any such books, records, and accounts.

If the FTA determines that any FTA funds paid to SCRRA were not spent in accordance with applicable federal rules and regulations, SCRRA shall be responsible for

reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified by FTA.

If SCRRA fails to comply with the requirements of this MOU as it pertains to federal requirements as a subrecipient, RCTC may impose additional conditions or take one or more of the following actions, as appropriate:

A. Temporarily withhold cash payments;
B. Disallow all or part of the cost of the activity that is not in compliance;
C. Wholly or partly suspend or terminate the federal award;
D. Recommend that the federal agency initiate suspension or debarment proceedings; or
E. Take other remedies that may be legally available.

IX. **Indemnification and Insurance**

A. SCRRA shall indemnify, defend and hold harmless RCTC, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors, or agents in connection with or arising out of the performance of this MOU.
B. RCTC shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by RCTC, its officers, directors, employees or agents in connection with or arising out of the performance of this MOU.
C. The indemnification and defense obligations of this MOU shall survive its expiration or termination.
D. SCRRA maintains property and general liability insurance and/or self-insurance in the amounts and with coverage as set forth in the insurance certificates attached hereto as Exhibit B and incorporated herein by reference. SCRRA shall maintain such insurance for the duration of this MOU. SCRRA shall require that SCRRA contractors maintain appropriate insurance coverage for injuries to persons, or damages to property, which may arise from or in connection with their operations on RCTC property. Further, the

PARTIES agree that SCRRA is responsible for maintenance and repair of damage to, regardless of cause or ownership, all assets that facilitate SCRRA's operations, and shall provide insurance, therefore.

E. SCRRA and its contractors shall include RCTC as an insured or additional insured on all insurance policies required to be maintained hereunder.

X. **Additional Provisions**

RCTC and SCRRA agree to the following mutual responsibilities:

A. Term of MOU: This MOU shall terminate upon the completion of the disbursement of the operating and capital funds to SCRRA and the completion of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in the BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than seven (7) years from the date of the execution of this MOU. This MOU may only be extended upon written mutual consent by both PARTIES.

B. Dispute Resolution: In the case of a dispute, the Executive Director and Chief Executive Officer of the PARTIES shall timely attempt to resolve the dispute. If the PARTIES are unable to resolve the dispute, either PARTY may elect to initiate arbitration by a panel of three arbitrators pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by the governing body of each of the PARTIES, and the third member shall be appointed by mutual consent of the other two arbitrators.

C. Modifications: This MOU may be amended in writing at any time by the mutual consent of both PARTIES. Except as expressly stated herein, no amendment shall have any force or effect unless executed in writing by both PARTIES.

D. Laws and Regulations: RCTC and SCRRA shall comply with all applicable federal, state, and local laws, statues, ordinances and regulations of any governmental authority having jurisdiction over the BUDGET.

E. Legal Authority: The persons signing below represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.

F. Severability: If any term, provision, covenant or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected

thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.

G. Counterparts: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU.

H. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

I. Assignment: Neither this MOU, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

K. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. Venue shall be in Riverside County exclusively.

L. Arbitration Fees: Should arbitration arise out of this MOU for the performance hereof, the arbitration fees, and other costs and expenses, including attorney's fees, shall be paid by the PARTY against whose favor the arbitration, or any subsequent legal action arising out of the arbitration, is found.

M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to this MOU are to be directed as follows:

To SCRRA:	To RCTC:
Southern California Regional Rail Authority	Riverside County Transportation Commission
900 Wilshire Blvd Suite 1500 Los Angeles, CA 90017	Street Address: 4080 Lemon St 3rd Floor Riverside, CA 92501 Mailing Address: P.O. Box 12008 Riverside, CA 92502
Attention: Chief Executive Officer Tel: 213-452-0255 E-mail: SCRRACEO@scrra.net	Attention: Executive Director Tel: 951-787-7141 E-mail: amayer@rctc.org

N. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.

O. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.

P. Incorporation of Recitals. The recitals set forth above are true and correct and incorporated into this MOU as if fully set forth herein.

Q. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

This MOU shall be made effective upon execution by both PARTIES.

[Signatures on following page]

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SIGNATURE PAGE TO
MOU No. 23-25-079-00

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU No. 23-25-079-00 to be executed on the date first above written.

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY	**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**
_____	_____
Chief Executive Officer	Executive Director

Reviewed and Approved as to Form:

_____	_____
SCRRA Legal Counsel	RCTC General Legal Counsel

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EXHIBIT A-SCRRA BUDGET

RCTC's shares of SCRRA's FY 2023-24 Budget, as approved by the SCRRA Board of Directors in June 2023, are shown below:

Operating Budget:

RCTC Share	$28,231,736
Net Subsidy	$28,231,736

Capital Budget:

RCTC Share – State of Good Repair	$13,376,399
RCTC Share – New Capital	$2,248,305
Total	$15,624,704

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EXHIBIT B-INSURANCE CERTIFICATES

[attached behind this page]

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EXHIBIT C

Hourly Rate for Security Guards July 2023 to June 2024

(New rates will be updated with pending contract)

			Hours Per Day		(Example)				
Services	Location	Quantity	M-F	Sa-Su	Hours per Week	Rate	Weekly	Monthly	Yearly
Unarmed Standard	Downtown Riverside Mission	1	8	24	88	$21.91	$1928.08	7712.32	92,547.84
Unarmed Standard	Downtown Riverside Platform	1	8	8	56	$21.91	$1,226.96	$4,907.84	$58,894.08
Unarmed Standard	South Perris	1	24	24	168	$21.91	3680.88	14723.52	176,682.24
								Total	Not to exceed $400,000

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EXHIBIT D
DETAILS OF FEDERAL AWARD
Subrecipient Notifications
(This file will be updated once pending grants are executed)

[attached behind this page]

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EXHIBIT E

NEGOTIATED INDIRECT COST RATE AGREEMENT BETWEEN THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY AND THE FEDERAL TRANSIT ADMINISTRATION

(To be updated with most recent information from SCRRA)

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AMENDMENT NO. 1 TO FUNDING AGREEMENT
MEMORANDUM OF UNDERSTANDING NO. 22-25-090

This Amendment No. 1 to Memorandum of Understanding (this "Amendment No. 1") is made and entered into by and between the Southern California Regional Rail Authority ("SCRRA") and the Riverside County Transportation Commission ("RCTC") and is effective upon signature of both parties.

RECITALS:

A. WHEREAS, SCRRA and RCTC entered into that certain Memorandum of Understanding 22-25-090, executed July 1, 2022 (the "Existing Memorandum of Understanding"), which Existing Memorandum of Understanding provides for funding the 2022-23 operating budget and rehabilitation/renovation and new capital budget (collectively, the "BUDGET").

B. WHEREAS, SCRRA and RCTC now desire to amend the Existing Memorandum of Understanding to increase the LTF funding to be provided by RCTC by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars ($448,509). This change will increase the total operating expense budget to Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty- Six Dollars ($27,144,146).

TERMS:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Section III. A of the Existing Memorandum of Understanding is hereby amended, in part, to read as follows:

"Allocate to SCRRA the RCTC share of the BUDGET for operating costs in the not-to exceed amount of Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty- Six Dollars ($27,144,146) for rail operations using state, local and federal funds, which will be invoiced to RCTC on a quarterly basis in advance by SCRRA. The breakdown of all funds to be used for the operating subsidy allocation is as follows:

Source	Amount
LTF	$20,144,146
FTA Section 5337	$4,000,000
STA	$3,000,000
Total	$27,144,146

2. The total operating expenses of the Existing Memorandum of Understanding, as set forth in Section III. A., is hereby amended to provide for an additional by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars ($448,509) in LTF funding. The amount set forth for rail operations in Section V and Exhibit A of the Existing Memorandum of Understanding is hereby increased by Four Hundred Forty Eight Thousand, Five Hundred and Nine Dollars ($448,509) to reflect the amended sum of Twenty-Seven Million, One Hundred Forty-Four Thousand, One Hundred and Forty-Six Dollars ($27,144,146).

3. Except as expressly amended hereby, the Existing Memorandum of Understanding remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing Memorandum of Understanding that are not expressly amended by this Amendment No. 1 shall remain unchanged.

4. A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

SIGNATURE PAGE TO AMENDMENT NO. 1 TO FUNDING AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed and delivered as of the date set forth below.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By:_____ Date:_____

Anne Mayer
Executive Director

APPROVED AS TO FORM:

By:_____

Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

SCRRA:

SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY

By:_____ Date:_____

Darren Kettle
Chief Executive Officer

APPROVED AS TO FORM:

By:_____

Don O. Del Rio
General Counsel

Table 4.0 - Summary of Funding Request - FY2022/23

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating

Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail																	
Metrolink Operating Subsidy & Preventative Maintenance	$26,695,637				$ 4,000,000				$ 19,464,900	$ 230,737						$ 3,000,000	
Next Generation Rail Study Phase II	$500,000								$ 500,000								
Program Management and Support[1]	$7,017,300								$ 2,035,100		$ 3,482,200	$ 1,500,000					
San Jacinto Line Right of Way Maintenance	$2,442,800										$ 1,995,800	$ 447,000					
Station Operations and Security	$7,158,200										$ 6,861,000	$ 297,200					
Transfer Agreements	$100,000								$100,000								
Free Rail Pass Program	$1,000,000							$ 1,000,000									
Vanpool																	
RCTC VanClub Operating Expenses	$1,311,812			$ 201,400							$ 82,100	$ 232,400					$795,912
Sub-total Operating	$46,225,749	$0	$0	$201,400	$4,000,000	$0	$0	$1,000,000	$22,100,000	$230,737	$12,421,100	$2,476,600	$0	$0	$0	$3,000,000	$795,912

Capital

Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	TIRCP
Western County Rail																	
RCTC Metrolink Capital Obligation - 23-1	$10,391,915	$1,989,770			$8,402,145												
Perris South Station Expansion and 4th Layover Track 23-2	$25,042,000																$ 25,042,000
PVL 2nd Track Moreno Valley to Downtown Perris - 23-3	$5,000,000															$5,000,000	
Rail Stations Capital Rehabilitation - 22-1[2]	$-3,994													$-2,508	$-1,486		
Rail Stations - Capital Rehabilitation - South Perris - 23-4	$812,906						$417,631						$395,275				
Coachella Valley Rail																	
CV Rail Environmental/Service Development Plan - CV 21-1	$441,900											$ 700				$441,200	
Sub-total Capital	$41,684,727	$1,989,770		$0	$8,402,145	$0	$417,631	$0	$0		$0	$700	$395,275	$-2,508	$-1,486	$5,441,200	$25,042,000
Total Operating & Capital	$87,910,476	$1,989,770	$0	$201,400	$12,402,145	$0	$417,631	$1,000,000	$22,100,000	$230,737	$12,421,100	$2,477,300	$395,275	$-2,508	$-1,486	$8,441,200	$25,837,912

[1] Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

[2] Includes a reduction for actual SGR amounts

Table 4.0 - Summary of Funding Request - FY2022/23

RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs

Operating

Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	5339	LCTOP PUC99313	LTF[3]	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	Farebox
Western County Rail																	
Metrolink Operating Subsidy & Preventative Maintenance	$27,144,146				$ 4,000,000				$ 19,464,900	$ 679,246						$ 3,000,000	
Next Generation Rail Study Phase II	$500,000								$ 500,000								
Program Management and Support[1]	$7,017,300								$ 2,035,100		$ 3,482,200	$ 1,500,000					
San Jacinto Line Right of Way Maintenance	$2,442,800										$ 1,995,800	$ 447,000					
Station Operations and Security	$7,158,200										$ 6,861,000	$ 297,200					
Transfer Agreements	$100,000								$100,000								
Free Rail Pass Program	$1,000,000							$ 1,000,000									
Vanpool																	
RCTC VanClub Operating Expenses	$1,311,812			$ 201,400							$ 82,100	$ 232,400					$795,912
Sub-total Operating	$46,674,258	$0	$0	$201,400	$4,000,000	$0	$0	$1,000,000	$22,100,000	$679,246	$12,421,100	$2,476,600	$0	$0	$0	$3,000,000	$795,912

Capital

Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	5339	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	PTMISEA	SGR PUC99313	SGR PUC99314	STA PUC99313	TIRCP
Western County Rail																	
RCTC Metrolink Capital Obligation - 23-1	$10,391,915	$1,989,770			$8,402,145												
Perris South Station Expansion and 4th Layover Track 23-2	$25,042,000																$ 25,042,000
PVL 2nd Track Moreno Valley to Downtown Perris - 23-3	$5,000,000															$5,000,000	
Rail Stations Capital Rehabilitation - 22-1[2]	$-3,994													$-2,508	$-1,486		
Rail Stations - Capital Rehabilitation - South Perris - 23-4	$812,906						$417,631						$395,275				
Coachella Valley Rail																	
CV Rail Environmental/Service Development Plan - CV 21-1	$441,900											$ 700				$441,200	
Sub-total Capital	$41,684,727	$1,989,770		$0	$8,402,145	$0	$417,631	$0	$0		$0	$700	$395,275	$-2,508	$-1,486	$5,441,200	$25,042,000
Total Operating & Capital	$88,358,985	$1,989,770	$0	$201,400	$12,402,145	$0	$417,631	$1,000,000	$22,100,000	$679,246	$12,421,100	$2,477,300	$395,275	$-2,508	$-1,486	$8,441,200	$25,837,912

[1] Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits and professional development are subject to change pending the Commission's final budget approval.

[2] Includes a reduction for actual SGR amounts

[3] Additional $448,509 from FY 21/22 expenses

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee David Knudsen, External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	State and Federal Legislative Update

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file a state and federal legislative update.

State Update

Assembly Bill 1385 (Garcia)

On May 3, Commissioner Steven Hernandez and Executive Director Anne Mayer joined Assemblymember Eduardo Garcia in Sacramento to attend an Assembly Local Government Committee hearing in Sacramento to provide primary testimony in support of Assembly Bill 1385 (AB 1385). The bill does not raise taxes. Instead, the bill would increase RCTC's sales tax authority from one cent to one and a half cents if approved by the Legislature. AB 1385 passed out of the committee by a vote of 5-2 and was referred to the Assembly Floor. RCTC staff continues to engage Riverside County's legislative delegation in anticipation of the bill moving to the Senate.

Senate Bill 617 (Newman)

On May 1, RCTC supported Senate Bill 617 (SB 617), passed out of the Senate with 37 aye votes and zero no votes. The bill would authorize a regional transportation agency to utilize a progressive design-build procurement approach. This procurement approach would allow agencies like RCTC to retain a design-builder earlier in the project delivery process based primarily on qualifications to provide preconstruction services, as well as final design and construction services, for transportation projects. Although the Self-Help Counties Coalition sponsors the bill, RCTC has been actively engaged because projects such as the Interstate 15 Express Lanes Project Southern Extension could benefit from this procurement approach. The bill now moves on to the Assembly, where it has been referred to the Local Government Committee.

State Budget

The Legislature continues to deliberate and hold hearings regarding the Fiscal Year 2023-2024 State budget, which must be approved before June 15. In advance of this deadline, the Senate and Assembly each released blueprints outlining their spending priorities for this next fiscal year. The Assembly's blueprint prioritizes oversight of spending on multi-year climate, infrastructure efforts; expediting "shovel-ready" projects; and restructuring spending plans to align with expected year of expenditure. The Senate blueprint seeks to protect $2.25 billion for transportation infrastructure projects that were either cut or delayed in the Governor's January budget proposal, including $1 billion for the Transit Intercity Rail Capital Program.

On May 12, Governor Gavin Newsom also released his May Revision to the budget, outlining updated financial projects and priorities from the Administration. While Governor Newsom anticipated a deficit of more than $22 billion in the January budget proposal, his May Revision now anticipates a $31.5 billion shortfall. Notably, this release maintains projected cuts and funding shifts to the Transit and Intercity Rail Capital Program and projects related to active transportation, the goods movement, and grade separations originally outlined in the January proposal. Over the next several weeks, the Legislature and Administration will undergo negotiations in efforts to pass budget legislation by the June 15 deadline.

<u>Federal Update</u>

Fiscal Year 2024 Appropriations and Earmarks

Congress is beginning its annual budget process for Fiscal Year 2024, beginning with markups on the first set of budget bills and includes RCTC's community project funding requests:

- $5 million for the Coachella Valley Rail Project – Tier II Approval and Environmental Documentation from Representative Ken Calvert.
- $3 million for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano; and
- $3 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim.

Discussions will continue between the House and Senate over the coming months as they seek to pass a federal budget bill before September 30.

Federal Debt Limit

As the federal Fiscal Year 2024 budget discussions unfold, Congress has prioritized addressing the debt limit. Last month, U.S. Treasury Secretary Janet Yellen warned that reaching the federal debt limit may take place as early as June 1 and that, without Congressional action, failure to raise or suspend the limit may result in the government being unable to pay its obligations. The House, under Speaker Kevin McCarthy, passed a bill on April 26 to raise the debt ceiling, however that

bill faces opposition in the Senate. Both the House and the Senate continue to engage the Biden Administration in negotiations in efforts to avoid reaching the debt limit.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachment: Legislative Matrix – June 2023

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 558 (Arambula)	This bill restructures the Fresno County Transportation Authority (FCTA) by increasing its board membership from nine to thirteen members. This restructuring is done without the consensus and support from regional stakeholders and sets a concerning precedent for RCTC and other regional transportation agencies that rely upon a collaborative process to be effective. Additionally, the bill was amended on April 18 to subject a county transportation expenditure plan prepared by the Fresno County Transportation Authority (FCTA) to the requirements of the California Environmental Quality Act.	Failed deadline, can be acted upon in January 2024. April 28, 2023	*Oppose Based on platform*	4/10/2023
AB 1385 (Garcia)	This bill would raise RCTC's maximum tax rate authority from 1% to 1.5%.	On the Assembly Floor. Read second time. Ordered to third reading. May 4, 2023	*Support*	3/8/2023
AB 1525 (Bonta)	This bill significantly narrows the location and types of projects eligible to receive state transportation funding by requiring 60% of funds to be allocated to priority populations.	Scheduled for hearing in the Assembly Appropriations Committee on May 17, 2023. May 10, 2023	*Oppose Based on platform*	4/11/2023
SB 617 (Newman)	This bill would authorize a transit district, municipal operator, consolidated agency, joint powers authority, regional transportation agency, or local or regional agency, as described, to use the progressive design-build process. The bill would specify that the authority to use the progressive design-build process.	Passed out of the Senate. Referred to the Assembly Local Government Committee. May 11, 2023	*Support Based on platform*	4/5/2023

AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	David Knudsen, External Affairs Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Infrastructure Investment and Jobs Act Update

STAFF RECOMMENDATION:

This item is for the Commission to:

1) Receive and file an update on the federal 2021 Infrastructure Investment and Jobs Act.

Infrastructure Investment and Jobs Act

President Biden signed the $1.2 trillion Infrastructure Investment and Jobs Act (IIJA) on November 15, 2021. The IIJA includes a reauthorization of federal surface transportation programs for a five-year period (Federal Fiscal Years 2022-2026) and provides funding for federal highway, transit, safety, and passenger rail programs. The IIJA also includes funding for other types of infrastructure investments such as broadband, energy, and water.

IIJA Funding Breakdown Snapshot

- Transportation Funding:
  - $351 billion for a broad array of highway and bridge programs
  - $66 billion for passenger rail programs, including upgrades and maintenance to passenger rail systems
  - $91 billion for public transit, including for upgrades to public transit systems, new bus routes, and improvements to accessibility on public transit for seniors and individuals with disabilities
  - $12 billion for highway safety programs
  - $19 billion for discretionary grant programs under the Office of the Secretary

- Broadband Funding:
  - $65 billion for broadband, particularly to expand services in rural, low income, and under-served communities

- Water and Power Infrastructure, Environment
  - $73 billion for power infrastructure and grid automation
  - $47 billion for climate resiliency

- $55 billion for water infrastructure, including $15 billion for lead pipe replacement
- $21 billion for environmental remediation
- $10 billion for chemical cleanup and funding to provide clean drinking water in tribal communities
- $8 billion for western water infrastructure to address drought conditions through investments in water treatment, storage, and reuse facilities

IIJA Formula Funding Summary – California and RCTC

There are two types of funding in the IIJA – formula and discretionary (competitive grant) funds. Formula funding is guaranteed based on statutory formulas and purpose, whereas discretionary funds are awarded to states or other eligible applicants through a competitive application process.

California Formula Funding

Most of the highway and public transportation funding in the IIJA is provided through the use of formulas that determine how much each state Department of Transportation (i.e., Caltrans) or transit agency will receive each year. These funding levels are therefore set for each of the five fiscal years covered by the IIJA - providing certainty for planning purposes.

Based on funding formulas included in the IIJA, according to the state's tracking dashboard, California is expected to receive approximately $41.9 billion in formula funds over the five years covered by the IIJA legislation, an average of $8.4 billion annually. The estimated transportation formula funds include:

- $25.3 billion for the federal highway program – which includes $631 million for resilience of the transportation system and $555 million to reduce transportation sector emissions
- $4.2 billion for bridge investments
- $384 million to support the expansion of an EV charging network
- $331 million for highway safety traffic programs
- $10.3 billion to improve public transportation
- $1.5 billion for infrastructure development at airports

As of May 16, 2023, the White House IIJA Program Dashboard estimates California has received $20 billion from grants, formula, and competitive funds, including approximately $15 billion dedicated to transportation related projects. Some of these funds include:

- $11.5 billion from the Federal Highway Administration
- $2.2 billion from the Federal Transit Administration
- $23 million from the National Highway Traffic Safety Administration
- $32 million from the Federal Motor Carrier Safety Administration
- $470 million from USDOT Office of the Secretary (competitive grants)

- $4.6 billion for climate, energy, and environment programs from various federal agencies

RCTC Formula Funding

As the regional transportation planning agency for Riverside County, RCTC is the only eligible entity in the region to receive federal formula funding distributed through the state. California allocates 40 percent of its share of federal formula funding to regions for regional projects and programs (California Transportation Commission Infrastructure Investment and Jobs Act Funding Distribution, Resolution G-22-49). Therefore, of the estimated $26 billion in transportation formula funds California could receive, approximately $10 billion will be distributed to regions across California over the life of the IIJA.

From the last year of the previous federal surface transportation authorization bill (FAST Act) to the first year of IIJA, federal formula funding to Riverside County has increased approximately $5.5 million or eight percent. This represents less than four percent of the regional formula share.

Based on historical formula distribution, RCTC anticipates Riverside County could receive approximately $387 million in federal IIJA formula funding over the five-year life of the authorization, including:

- $177.8 million in Surface Transportation Block Grant (STBG) funds
- $188.2 million in Congestion Mitigation and Air Quality (CMAQ) funds
- $21 million in Carbon Reduction Program (CRP) funds

It is important to note that Federal Highway Administration is requiring changes to how STBG and CMAQ funds are distributed in California. In previous funding cycles, RCTC had the flexibility and authority to apply these funds to projects. Now, these funds will be made available through a competitive process implemented by RCTC's Metropolitan Planning Organization, the Southern California Association of Governments (SCAG). SCAG adopted guidelines this month which dictate how funds will be allocated. There is no guarantee RCTC will have access to all of these funds or have the flexibility to use them.

IIJA Discretionary Funding Summary

Discretionary Funds

The IIJA includes funding for several surface transportation discretionary (or competitive) grant programs including:

- $7.5 billion for the Rebuilding American Infrastructure with Sustainability and Equity Program (RAISE). This increases funding for the RAISE (formerly BUILD) grant program, which helps states, local governments, and tribal nations complete critical freight and passenger infrastructure projects.

- $5 billion for the National Infrastructure Project Assistance Program (Mega) program. This new program supports large, multi-modal, multi-jurisdictional projects of national or regional significance.
- $3.2 billion for the Nationally Significant Multimodal Freight and Highway Projects Program (INFRA). INFRA grants support projects that improve safety, generate economic benefits, reduce congestion, enhance resiliency, eliminate freight bottlenecks, and improve critical freight movements.
- $5 billion for the Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program which funds projects that improve the safety, efficiency, and reliability of intercity passenger and freight rail.
- $36 billion for Federal-State Partnership for Intercity Passenger Rail Grants to fund capital projects that reduce the state of good repair backlog, improve performance, or expand or establish new intercity passenger rail service.

The State of California and RCTC are eligible to seek discretionary (competitive) grant funds for eligible projects identified in the IIJA. However, the IIJA discretionary grant programs are extremely competitive and require significant planning, investment, and time to submit a successful application. Generally, successful applications are for construction-ready projects. Given the number of applications submitted from across the country, there is no certainty that an application submitted will be approved and awarded federal funds.

Seeking and Supporting Funding for Riverside County

RCTC continues to aggressively seek state and federal discretionary funding for transportation projects in Riverside County. Since 2016, the Commission has successfully obtained over $100 million in competitive funding. These state and national grant programs and community project funding requests are incredibly competitive and typically over-subscribed. Therefore, RCTC strategically determines which grant programs to pursue and for which projects.

Most recently, RCTC submitted applications for funding from federal discretionary grant programs for the Coachella Valley Rail project. These applications include:

- $20 million request to CRISI for Coachella Valley Rail Tier II Project Level Environmental Analysis and Preliminary Engineering
- $20 million request to Federal-State Partnership for Intercity Passenger Rail Grant Program for Coachella Valley Rail Tier II Project Level Environmental Analysis and Preliminary Engineering
- $500,000 request to Corridor Identification and Development Program for Coachella Valley Rail Tier II Project Level Environmental Analysis and Preliminary Engineering

Since 2021, RCTC has received $11 million of federal community project funding from Congress, with another $11 million in requests pending before the House Appropriations Committee.

In addition to seeking funding for RCTC projects, the Commission continues to support grant requests from cities across Riverside County by frequently providing letters of support and making staff available to brainstorm or review draft grant applications.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

AGENDA ITEM 11

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 14, 2023
TO:	Riverside County Transportation Commission
FROM:	Western Riverside County Programs and Projects Committee Jillian Guizado, Planning and Programming Director
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	2023 Western Riverside County Regional Arterials Call for Projects Funding Recommendations

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

1) Approve the funding recommendations in Attachment 1 for 2009 Western Riverside County Measure A Regional Arterial (MARA) and Transportation Uniform Mitigation Fee (TUMF) Regional Arterial funds;
2) Direct staff to prepare and execute funding agreements with the project sponsors to outline the project schedule and local funding commitments; and
3) Authorize the Executive Director to execute the funding agreements with the project sponsors, pursuant to legal counsel review.

BACKGROUND INFORMATION:

At its February 2023 meeting, the Commission approved the release of the 2023 Western Riverside County Regional Arterials Call for Projects (Call for Projects) for approximately $85 million of MARA and $50 million of TUMF Regional Arterial funds. Funding for the Call for Projects included accumulated fund balance and projected revenues for Fiscal Years 2023/24 and 2024/25. The intention of the Call for Projects is to fund construction activities. However, up to 20 percent of the funding available was considered for projects seeking plans, specifications, and estimates (PS&E) funding. A subcommittee of the Commission's Technical Advisory Committee, comprised of public works staff from each of the Commission's members agencies, provided input and guidance on eligibility, funding limits, schedule, and scoring criteria. The scoring criteria consists of Project Readiness, Regional Significance, Safety, Matching Funds, and Parity with point ranges from 1 to 20 depending on the criterion.

DISCUSSION:

The project submittal deadline was April 5, 2023. RCTC received applications for 25 projects requesting a total of $184 million, which exceeds the approximately $135 million available.

Projects were evaluated by Commission staff and regional agency staff from Western Riverside Council of Governments (WRCOG), Coachella Valley Association of Governments, and San Bernardino County Transportation Authority. The evaluation committee met on April 20, 2023, to discuss and score the project applications. The five evaluators' scores were averaged together. The average score for each project is listed in Attachment 1.

Project Recommendations

Staff's recommendations for funding are grouped into three categories:

1. **Priority** – fully funded projects with the funded phase scheduled to begin within 12 months.
2. **Conditional** – either partially funded or the funded phase is scheduled to begin between 13-24 months.
3. **Contingency List** – if an awarded agency receives other grant funding to fully fund an approved project or cannot begin the funded project phase within the allotted time, contingency list projects will be funded in the order in which they are listed; the contingency list will only remain active until six months prior to the next call for projects.

TUMF Regional Arterial

All six projects submitted that are located on the TUMF backbone network and have not met or exceeded the maximum TUMF share, as verified by WRCOG staff, are recommended for TUMF Regional Arterial funding as detailed in Table 1.

Table 1. TUMF Regional Arterial Funding Recommendation

Agency	Project	FY 23/24	FY 24/25
Beaumont	Potrero Interchange Phase II	$8,000,000	
Wildomar	Clinton Keith Rd. Widening	3,396,221	
Perris	Ethanac Rd. Bridge over San Jacinto River & Extension	8,798,000	
Menifee	Bundy Canyon Rd./Scott Rd. Widening		$9,367,560
Riverside County	Cajalco Rd. Widening and Safety Enhancement	15,000,000	
Calimesa	Realign Calimesa Blvd. at Cherry Valley Blvd.	5,200,000	
TOTAL		**$40,394,221**	**$9,367,560**

MARA

Fourteen of the 25 projects submitted in the Call for Projects are recommended to receive MARA funding as detailed in Table 2. Two of the projects recommended for TUMF Regional Arterial

funding are also recommended for MARA funding due to those projects reaching their maximum TUMF shares.

Table 2. Measure A Regional Arterial Funding Recommendation

Agency	Project	FY 23/24	FY 24/25
Eastvale	Limonite Avenue Gap Closure	$13,500,000	
San Jacinto	Esplanade Ave. Widening – Sanderson to Warren	3,960,000	
Murrieta	Murrieta Hot Springs Rd. Widening – Margarita to SR-79	3,000,000	
Wildomar	Bundy Canyon Rd. Improvement – Segment 2	13,298,440	
Wildomar	Clinton Keith Rd. Widening	2,254,919	
Temecula	Ynez Rd. Improvements	1,475,000	
Beaumont	Second St. Extension	1,500,000	
Banning	Sun Lakes Extension		$13,500,000
Riverside	Third St. Grade Separation		12,000,000
Menifee	McCall Blvd. Widening Project		3,140,000
Menifee	Bundy Canyon Rd./Scott Rd. Widening		632,440
Wildomar	Bundy Canyon Rd. Improvement – Segment 3		8,050,420
Moreno Valley	Indian St./Cardinal Ave. Bridge (Over Lateral A)	750,000	
Corona	Ontario Avenue Widening		7,938,781
TOTAL		**$39,738,359**	**$45,261,641**

Next Steps

Funding Agreements

Funding agreements will be required to outline the project schedules, funding plan, and local agency match commitment. In addition, should projects experience savings, the project sponsor is to notify Commission staff so that savings are applied to the appropriate project fund sources or in a proportional manner.

Monitoring

Project sponsors are required to advance their approved projects in the next two years, evidenced by providing at least an initial invoice to the Commission for the funded phase. Staff will monitor project progress through existing processes taking place every January and July.

Future Funding Opportunities

It is staff's intention to release a Regional Arterials Call for Projects every two years, contingent upon sufficient future TUMF and MARA revenues.

FISCAL IMPACT:

Staff identified the appropriate fund source and fiscal year for the projects and the necessary funding will be included in the FY 2023/24 budget as indicated in Tables 1 and 2. Projects proposed to receive TUMF Regional Arterial funds have been checked by WRCOG for confirmation they are on the TUMF backbone network as required per the Commission's MOU with WRCOG. Maximum TUMF share capacity was also verified by WRCOG; in cases that the funding request exceeds the maximum TUMF share, MARA funding is recommended.

Financial Information						
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25+	Amount:	$80,132,580 $54,629,201	
Source of Funds:	2009 Western Riverside County MARA, TUMF Regional Arterial			Budget Adjustment:		No
GL/Project Accounting No.:	005200 81102 00000 0000 266 72 81101 005200 81402 00000 0000 266 72 81402 005200 81301 00000 0000 266 72 81301 725000 81102 00000 0000 210 72 81101 725000 81301 00000 0000 210 72 81301					
Fiscal Procedures Approved:				Date:	05/04/2023	

Attachment: 2023 Western Riverside County Regional Arterials Call for Projects Funding Recommendations

Approved by the Western Riverside County Programs and Projects Committee on May 22, 2023

In Favor: 7 Abstain: 1 No: 0

2023 Western Riverside County Regional Arterials Call for Projects Funding Recommendations

Lead Agency	Project Name	Phase	Phase Start	TUMF Backbone?	Average Score	Request	MARA Funding	TUMF Funding	Funding Recommendation
Eastvale	Limonite Avenue Gap Closure Project	CON	October 2023	No, secondary	45.2	$ 13,500,000	$ 13,500,000		Priority
Beaumont	Potrero Interchange Phase II	CON	March 2024	Yes	44.8	$ 8,000,000		$ 8,000,000	Conditional - need to fulfill $33.5M funding gap
San Jacinto	Esplanade Ave. Widening - Sanderson to Warren Rd.	CON	March 2024	No, secondary	40.8	$ 3,960,000	$ 3,960,000		Priority
Murrieta	Murrieta Hot Springs Road Widening - Margarita Road to SR-79	CON	September 2023	No, secondary	37.8	$ 3,000,000	$ 3,000,000		Priority
Wildomar	Bundy Canyon Rd. Improvement Project, Segment 2	CON	March 2024	Yes, max share reached	37.4	$ 13,298,440	$ 13,298,440	$ -	Priority
Wildomar	Clinton Keith Rd. Widening Project	CON	May 2024	Yes, max share reached	37.4	$ 5,651,140	$ 2,254,919	$ 3,396,221	Priority
Perris	Ethanac Rd. Bridge over San Jacinto River & Roadway Extension, East of the River	CON	March 2024	Yes	37	$ 8,798,000		$ 8,798,000	Priority
Temecula	Ynez Road Improvements	CON	April 2024	No	36.6	$ 1,475,000	$ 1,475,000		Priority
Beaumont	Second Street Extension	CON	July 2023	No	36.6	$ 1,500,000	$ 1,500,000		Priority
Banning	Sun Lakes Extension Project	CON	July 2024	No, secondary	36.4	$ 13,500,000	$ 13,500,000		Conditional - need to fulfill $11.5M funding gap
Riverside	Third Street Grade Separation	CON	April 2025	No, secondary	36	$ 12,000,000	$ 12,000,000		Conditional - schedule
Menifee	McCall Boulevard Widening Project	CON	July 2024	No, secondary	35.4	$ 3,140,000	$ 3,140,000		Priority
Menifee	Bundy Canyon Road/Scott Road Widening Project	CON	May 2025	Yes, max share reached	32.8	$ 10,000,000	$ 632,440	$ 9,367,560	Conditional - schedule
Riverside County	Cajalco Road Widening and Safety Enhancement Project	PS&E	July 2023	Yes	32.6	$ 15,000,000		$ 15,000,000	Priority (PS&E)
Wildomar	Bundy Canyon Rd. Improvement Project, Segment 3	CON	December 2024	Yes, max share reached	31.6	$ 13,200,000	$ 8,050,420	$ -	Conditional - schedule
Calimesa	Realignment of Calimesa Boulevard at Cherry Valley Boulevard	ROW + CON	April 2024	Yes	28.2	$ 5,200,000		$ 5,200,000	Priority
Moreno Valley	Indian Street/Cardinal Avenue Bridge (Over Lateral A)	PS&E	Underway (complete Spring '24)	No	27.6	$ 750,000	$ 750,000		Priority (PS&E)
Corona	Ontario Avenue Widening Project	CON	June 2025	No, secondary	25.6	$ 13,500,000	$ 7,938,781		Conditional - need to fulfill $5.5M funding gap
SUBTOTAL: Projects Recommended for Funding						**$ 145,472,580**	**$ 85,000,000**	**$ 49,761,781**	
Moreno Valley	SR-60/World Logistic Center Parkway Interchange	PS&E	Winter 2023	No, secondary	25.4	$ 6,500,000	$ 6,500,000		Contingency list
Riverside	SR-91/Adams Street Interchange Reconfiguration	PS&E	July 2024	No, secondary	25.4	$ 4,000,000	$ 4,000,000		Contingency list
Corona	Magnolia Avenue Bridge and Road Widening Project	CON	June 2025	No, secondary	25	$ 13,050,000	$ 13,050,000		Contingency list
Moreno Valley	Traffic Signal Communications Fiber Network Phase 1	PS&E + CON	May 2024 & August 2024	No	23.8	$ 5,346,000	$ 5,346,000		Contingency list
Moreno Valley	Traffic Signal Synchronization on Arterials	PS&E + CON	May 2024 & August 2024	No	23.8	$ 1,782,000	$ 1,782,000		Contingency list
~~Jurupa Valley~~	~~SR-60/Rubidoux Boulevard Interchange Project~~	~~PA/ED~~	~~August 2023~~	~~No, secondary~~	~~22.75~~	~~$ 1,500,000~~	~~$ -~~		Ineligible (PA/ED)
Moreno Valley	SR-60/Redlands Boulevard Interchange	PS&E	Winter 2023	No, secondary	15	$ 7,000,000	$ 7,000,000		Contingency list
TOTAL: All Projects						**$ 184,650,580**	**$ 122,678,000**	**$ 49,761,781**	