

M/S/C (Speake/Krupa) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – AUGUST 28, 2023

6B. AGREEMENT FOR JANITORIAL SERVICES FOR THE COMMUTER RAIL STATIONS AND TOLL FACILITIES

- 1) Award Agreement No. 24-24-005-00 to Ultimate Maintenance Services, Inc. to provide janitorial services for the Commuter Rail stations and toll facilities for a three-year term, and one, two-year option to extend the agreement, in the amount of \$1,057,345, plus a contingency amount of \$105,735, for a total amount not to exceed \$1,163,080;
- 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 approve the use of the contingency amount as may be required for these services.

At this time, Commissioner Michael Vargas joined the meeting.

7. AGREEMENT FOR PROJECT AND CONSTRUCTION MANAGEMENT SERVICES FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION

Jeff Dietzler, Capital Projects Manager, presented the project construction and management (PCM) services agreement for Interstate 15 Express Lanes Project Southern Extension (ELPSE), highlighting the following:

- Project scope
 - Dual Express Lanes in median
 - Limits: Cajalco Road to State Route 74
 - \$650 million total capital cost
- Current ELPSE project schedule
- Discussed and approved at the March 27, 2023 Interstate 15 Ad Hoc Committee
 - Initiate an Investment Grade T&R Study
 - ✓ Quantify impacts to the 15 EL toll revenue and TIFIA loan covenants
 - ✓ Support potential funding strategies for the ELPSE
 - Proceed with Progressive Design-Build delivery and procurement of PCM Services
- Progressive design-build – ELPSE
- Senate Bill 617 (passed 10/4/23), authorizing the use of progressive design-build delivery for local agency transportation projects
- Collaborative approach between agency and contractor
 - Early contractor input and innovation
 - Potential for both phased project delivery and phased project funding

- PCM Services Procurement Schedule
- Funding/budget adjustment
 - Federal Funding for PCM services obligated May, 2023 = \$67 million; balance of \$19.6 million with local funds (Measure A).
 - Fiscal Year 23/24 Budget allocated \$2 million for PCM services. Based on the negotiated scope and schedule for PCM services, a budget adjustment increase of \$3.4 million is needed in FY 2023/24.

Jeff Dietzler stated that Parsons Transportation Group Inc. (Parsons) is also available in case the Commissioners have questions specific for Parsons.

Commissioner Karen Spiegel noted in looking at the agenda it is a little bit different than what is being presented on the screen, in the staff recommendation it is talking about over an eight-year period. She asked if the Commissioners are just now approving for the eight years and as they are approving it staff has already increased it and if staff anticipates that this will be an ongoing increase.

Jeff Dietzler replied that the cost that has been generated by Parsons was based on their proposal as it was planned to address construction extending out to potentially 2030; Parsons is targeting to be completed with their project by 2028. He explained this is a fixed fee contract - Parsons will bill the actuals as they work, and staff does not expect Parsons to exceed that number unless there are significant changes to the scope of the project and their estimate is conservative as well as the potential for the project to be phased in multiple different ways. Parsons will develop a phased project delivery plan and they could deliver the project in as few as two phases which would significantly cut down on the overhead costs and the staff time for the PCM.

In response to Commissioner Spiegel's question that Parsons agreed with that, Parsons who was sitting in the audience nodded in concurrence.

Anne Mayer replied that this is an eight year contract; the reason RCTC needs to amend the budget is because when staff started the budget process it was in March 2023 after the 2023 Projects and Funding Strategies Ad Hoc Committee approved to start proceeding. Staff estimated what they thought would be spent in the first year and they were off by \$3 million but considering the fact they now have the consultant on board and have gone through a detailed analysis of how much work is going to be done this year so this was not right out of the gate they needed a change order for the contract as they had budgeted for this last year and it was just an estimate. Commissioner Spiegel thanked Ms. Mayer for the clarification.

Commissioner Wes Speake clarified that they are voting on the actual contract amount of \$86 million the detail Jeff Deitzler had provided was just there is a delta between what staff allocated in the budget, and they know where that money is going to come from. He expressed appreciation that this is going forward and asked when they will see the Toll and Revenue Study.

Jeff Deitzler replied regarding the Toll and Revenue Study Parsons has completed all their traffic counts and traffic observations, they are developing their model and forecast, which should be available in April 2024 and that will be the entire corridor from State Route 60 all the way down to SR-74.

In response to Commissioner Speake's question that construction is starting in 2026, but that is funding dependent, Jeff Deitzler replied yes.

M/S/C (Speake/Spiegel) for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 24-31-004-00 with Parsons Transportation Group Inc. to provide project and construction management (PCM) Services for the Interstate 15 Express Lanes Project Southern Extension (ELPSE) for an eight-year term in the amount of \$78,702,500, plus a contingency amount of \$7,870,250, for a total amount not to exceed \$86,572,750;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission;**
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services; and**
- 4) Approve an increase in the Fiscal Year 2023/24 Budget from \$2,000,000 to \$5,364,161.**

Anne Mayer expressed appreciation to the Commissioners and stated RCTC always just rolls from one project to the next and this is another example of that, in that with the long-range plan this Commission had approved more than 15 years ago about the express lane network here in Riverside County and this is just another step in that. RCTC opened the 15/91 Connector last week in time for Thanksgiving and then this week the Commissioners are voting on the next segment going all the way down to Lake Elsinore is exciting. She then thanked the Commissioners for their leadership and trust in allowing the RCTC team and their industry partners to keep going with exciting and innovative methods all trying to accomplish the goals the Commissioners set several years ago.

8. AMENDMENT TO PROJECT AND CONSTRUCTION MANAGER SERVICES FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT

Sri Srirajan, Senior Capital Projects Manager, presented an update to the amendment to project and construction manager (PCM) services for the Interstate 15/SR-91 Express Lanes Connector, highlighting the following areas:

- Background project overview
 - \$270 million design-build
 - New express lane connections

- ✓ Eastbound 91 to Northbound-15
- ✓ Southbound 15 to Westbound-91
- Extends eastbound 91 No. 4 general purpose lane
- Extends eastbound 91 express lane
- Adds second eastbound express lane (added scope)
- Background – PCM services
- A summary of PCM services contingencies
- Background – PCM services previous amendments
- Amendment No. 14

M/S/C (Vargas/Speake) for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 15-31-001-14, Amendment No. 14 to Agreement No. 15-31-001-00, with Parsons Transportation Group, Inc. (Parsons) to provide additional project and construction management (PCM) services for the Interstate 15 (I-15)/State Route 91 (SR-91) Express Lanes project (15/91 ELC) in the amount of \$2,330,533, plus a contingency of \$233,053, for an additional amount of \$2,563,586; and extend the term to June 30, 2027;**
- 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 approve contingency work up to the total not to exceed amount as required for the Project.**

Commissioner Speake announced that he needed to recuse himself on Agenda Item 9 as he works for the parent company of the Company being talked about.

9. AMENDMENT NO. 4 WITH WSP USA INC., FOR PROFESSIONAL SERVICES, AND OPERATIONS AND MAINTENANCE AGREEMENT WITH CALTRANS FOR THE INTERSTATE 15 SMART FREEWAY PILOT PROJECT

David Lewis, Capital Projects Manager, presented an update for the Amendment with WSP USA Inc., (WSP) and the Caltrans operations and maintenance agreement for the I-15 SMART Freeway Pilot Project, highlighting the following:

- Project scope
 - Delays on northbound I-15 in afternoons and evenings
 - Targeting 8-mile segment of northbound I-15 – County Line to 15/215 split
 - Coordinated ramp meters at Temecula Parkway, Rancho California, Winchester adapt to current conditions
 - Active traffic management system that monitors current traffic conditions
 - Two-year Pilot Project – RCTC operates and maintains the system
- Project status
 - 100 percent Design approved on September 12, 2023

- Caltrans encroachment permit approved on November 9, 2023
- Anticipate advertise for Construction in January 2024
- Scope of work challenges
 - Multiple adjacent projects in development require additional coordination
 - Post-design changes at Winchester due to French Valley Parkway overlap
 - Additional hazardous waste analysis
 - Time sensitive surveys
 - Additional public outreach efforts
 - WSP Amendment No. 4 addresses the out-of-scope items
- RCTC/Caltrans Operations and Maintenance Agreement
 - RCTC will operate and maintain the system for two-year Pilot period
 - Outlines roles and responsibilities for each agency
 - Required for construction and operations
 - No cost agreement
 - Final stages of legal review and signature

M/S/C (Vargas/Krupa) for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 21-31-063-04, Amendment No. 4, to Agreement No. 21-31-063-00 with WSP USA Inc., (WSP) to provide professional services for the Interstate 15 SMART Freeway Pilot Project (Project), in the amount of \$698,102 plus a contingency amount of \$69,810 for an additional amount of \$767,912, and a total amount not to exceed \$4,767,912;**
- 2) Approve Agreement No. 23-31-063-00 with Caltrans for the draft operations and maintenance (O&M) of the Project;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;**
- 4) Authorize the Executive Director, or designee, to approve contingency work as may be required for the Project; and**
- 5) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.**

Speake: Abstained

At this time, Commissioner Speake rejoined the meeting.

10. AMENDMENT NO. 11 WITH MICHAEL BAKER INTERNATIONAL FOR THE SANTA ANA RIVER TRAIL PROJECT 2 – PHASE 6 AND ADDITIONAL CONTINGENCY

Joie Edles Yanez, Capital Projects Manager, presented the amendment with Michael Baker International (MBI) for the Santa Ana River Trail Project (SART) 2 – Phase 6 and additional contingency, highlighting the following areas:

- SART background
 - RCTC has been managing the SART projects for Riverside County Regional Park and Open-Space District (RivCo Parks) since 2015
 - All costs reimbursed by RivCo Parks
 - Last remaining gaps in 110-mile trail from mountains to sea
 - Equestrian, bicyclist, pedestrian ADA accessible trail
- SART 2 – Phase 6
 - Key Features
 - 1.65 miles of trail
 - Features two bridges
 - ✓ One over railroad
 - ✓ One over Aliso Creek
 - Adjacent to Green River Golf Club
 - Construction Cost Estimate: \$26.6 million
 - Status: 90 percent design
- SART Bridges
 - Burlington North Santa Fe (BNSF) Bridge:
 - Overhead Bridge for BNSF railroad tracks
 - Replaces existing at-grade crossing
 - Bridge is 180 feet long, 20 feet wide
 - Aliso Canyon Creek Bridge:
 - Pedestrian bridge over Aliso Canyon Creek
 - Bridge will be 180 feet long, 20 feet wide
 - Anticipated users are pedestrians, cyclists, equestrians, golf course maintenance
- SART history
- Changes to scope
 - Changes in retaining walls for BNSF bridge after receiving submittal review comments from BNSF
 - Changes to foundation for Aliso Canyon Creek bridge after receiving submittal review comments from Metropolitan Water District (MWD)
 - Additional budget for increased coordination efforts to address concerns with utilities and comments from project stakeholders
 - Requesting additional \$459,647
 - RivCo Parks has concurred
- Increased contingency
 - Staff performed an independent cost estimate, reviewed historical issues resulting in increased costs and performed projections of costs to complete and is recommending an increased contingency
 - Contingency can only to be utilized when justified and authorized by Staff and RivCo Parks
 - Even with increased contingency, MBI's total contract cost for design is at 8 percent, which is less than the standard threshold being 10 percent of the construction cost

- Fiscal impact - \$459,647, Funding Source: Proposition 84 Grant funds provided by the State Coastal Conservancy and secured by RivCo Parks

Commissioner Speake expressed appreciation for the presentation and stated that the list of 14 agencies RCTC is dealing with on this project is the highest number he has ever seen and noted great job.

Commissioner Spiegel expressed appreciation as this is just one small piece of years of working on this whole project and this is the pinch point area, so it is a critical piece to be moving forward. She is aware that working with so many jurisdictions can be difficult, and they appreciate staff for plowing through this and getting it done. She then moved staff recommendation.

M/S/C (Spiegel/Speake) for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 17-67-027-11, Amendment No. 11 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services, as part of planned construction of the Santa Ana River Trail Project (SART) 2 through Green River Golf Course (Project) in the amount of \$222,980, plus a contingency amount of \$236,667, for an additional amount of \$459,647, and a total contract amount not to exceed \$2,609,259;**
- 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 finalize and execute the agreement on behalf of the Commission.**

11. EXECUTIVE DIRECTOR REPORT

Anne Mayer announced:

- On December 6 at 10:00 a.m. at the North Main Corona Metrolink station RCTC is hosting a celebration of the opening of the 15/91 Express Lane Connector.
- On December 6 at 1:00 p.m. in this Board Room the California Transportation Commission (CTC) will be here for their annual trip to Riverside for the December CTC meeting. Mobility 21 is hosting a reception in this lobby at 5:00 p.m.
- The December 13 Commission meeting; not only do they have the agenda from the Budget and Implementation Committee and the Western Riverside County Programs and Projects Committee which had several significant agenda items, there may also be a closed session, and the election of officers for 2024, so the meeting will be longer than usual.

12. COMMISSIONER COMMENTS

- 12A.** Commissioner Spiegel clarified that the celebration of the opening of the 15/91 Express Lane Connector was being held at 10:00 a.m. and she expressed appreciation for having the opening ceremony. Anne Mayer replied yes.
- 12B.** Commissioner Speake expressed appreciation to staff and everybody that has worked on the 15/91 Express Lanes Connector Project it was amazing to see it open especially the day before Thanksgiving. He had some cousins that came into town and used the new connector, and they said it was flawless and wanted to thank staff for getting it opened as it was very well timed.
- 12C.** Commissioner Vargas announced that Metrolink had their Holiday Express Train kickoff on November 25 at the Perris-South station it was a great event and well attended. For tickets visit Metrolink.com and the Polar Express Train Ride in Perris at the Orange Railway Museum as well.
- 12D.** Commissioner Berwin Hanna announced on December 7 is Pearl Harbor Day and there will be a celebration at the Veterans' Memorial Park in Norco at 10:00 a.m.

13. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was at 2:17 p.m.

Respectfully submitted,



Lisa Mobley
Administrative Services Director/
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 22, 2024
TO:	Western Riverside County Programs and Projects
FROM:	Eric DeHate, Transit Manager Monica Morales, Senior Management Analyst
THROUGH:	Lorelle Moe-Luna, Multimodal Services Director
SUBJECT:	Fiscal Years 2024/25 – 2026/27 Measure A Specialized Transit Call for Projects Program Guidelines

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve the Fiscal Years 2024/25 – 2026/27 Measure A Specialized Transit Program Guidelines; and
- 2) Direct staff to release the FYs 2024/25 – 2026/27 Measure A Specialized Transit Call for Projects for \$13,127,000 for Western Riverside County (Western County) on February 14, 2024.

BACKGROUND INFORMATION:

The 2009 Measure A Expenditure Plan allocates approximately 11.6 percent of the annual revenues from the 2009 Measure A Western County program to public transit. The public transit allocation is then distributed among five programs, namely: specialized transit services, specialized transit-consolidated transportation service agency operations, commuter rail, intercity bus, and commuter services. The Measure A Specialized Transit Program receives about 1.9 percent of the 11.6 percent for public transit. The program provides funding to benefit older adults, persons with disabilities, and/or those that are most vulnerable and truly needy in Western County. In Western County, this funding has been distributed through a competitive process to a wide array of non-profit and community organizations that serve these constituencies for specialized transit services for persons with disabilities and older adults.

In the Coachella Valley, the 2009 Measure A Expenditure Plan allocates an even higher percentage of funding for public transit (15 percent) than in Western County. This funding is allocated directly to SunLine Transit Agency. Currently, Measure A is utilized by SunLine to improve and expand public transit and specialized transportation services.

The goals of the Measure A Specialized Transit Program for western Riverside County are to:

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3. PROGRAM SCHEDULE

Date*	Action
February 14, 2024	Commission Approves Guidelines and Release of FY 2025 – 2027 Call for Projects
February 20, 2024	Pre-Application Workshop
March 14, 2024	Applications due to RCTC by 4:00 PM
March 15 - 29, 2024	Selection Committee to review project applications
April 22, 2024	Award Recommendations presented to the Western Riverside County Programs and Projects Committee
May 8, 2024	Award Recommendations Submitted to the Commission for Final Approval
May 8, 2024	Notification to Award Recipients; Begin contract execution process
June 18, 2024	Technical Workshop for Award Recipients
July 1, 2024	Start of FY 2024/25 Program Year
August 10, 2024	First month Progress Report and Request for Reimbursement due.

*Dates are tentative and subject to change.

FUNDING OVERVIEW

4. FUNDING SOURCE

Measure A is the half-cent, voter approved sales tax in Riverside County. The 2009 Measure A extends the revenues through 2039. Funds go back to each of the three geographic areas within Riverside County: Western Riverside County, Coachella Valley, and Palo Verde Valley. In Western Riverside County, approximately 12% is allocated towards public transit, a portion of which is used to fund the Measure A Specialized Transit Program.

This Call for Projects is only available for Western Riverside County, between the Orange County border to the west, the San Bernardino County border to the north, Cabazon/Banning to the east, and San Diego County border to the south. The Measure A ordinance requires that these funds shall not supplant any other type of funding already in use for the proposed purpose. Measure A funding is intended to supplement and extend existing projects and activities, NOT supplant dollars that are otherwise available to support your specialized transportation program.

5. PROGRAMMING CYCLE AND AVAILABLE FUNDS

A total of \$13,127,000 is estimated for the Call for Projects, which covers Fiscal Years (FY) 2024/25 – FY 2026/27.

Table 1 below, identifies the amount of projected revenues for the next three years.

TABLE 1				
	Available Funding			
	FY 2024/25	FY 2025/26	FY 2026/27	Total
Measure A	\$4,289,000	\$4,375,000	\$4,463,000	\$13,127,000

6. MATCHING FUNDS

The Commission encourages applicants to leverage and utilize other funding sources as much as possible to allow for Measure A funding to be maximized throughout Western Riverside County. Qualifying matching funds can include but is not limited to: Federal Transit Administration (FTA) Section 5310 funds, Community Development Block Grant (CDBG) funds, private donations, other locally generated funds, and in-kind match. In-kind match includes contributed nonfinancial assets including fixed assets such as land, buildings, and equipment; the use of fixed assets or

utilities; materials and supplies such as food, clothing, or pharmaceuticals; intangible assets; and/or recognized volunteer or donated services.

Table 2 summarizes the maximum Measure A allowed for a project and matching minimum requirements by project type.

TABLE 2		
Measure A Matching Requirements		
Project Types	Measure A Maximum Share Request	Match Minimum*
Operating Projects	66%	34%
Capital Projects	50%	50%

*Applicants that are transportation-only focused may be granted a lower match minimum for operating and capital projects on a case-by-case basis.

Support for operating services continues to be the greatest need and will receive a higher share of Measure A funds, up to 66% of the total project cost. Support for capital projects is eligible for up to 50% of the total project cost. Applicants seeking capital assistance should utilize the FTA Section 5310 program as the primary resource to the maximum extent possible.

Applicants that are transportation-only focused can request a lower match minimum for operating and capital projects. Those applicants would need to provide a letter on the minimum match they are able to commit to for the Call for Projects and provide justification on why they would need that reduced match requirement. This would be an additional attachment to the financial section of the application. If an applicant's core mission is to provide another service and transportation is a component of that mission, then the applicant would not be able to request a reduction to the minimum match requirement.

Additional information regarding eligible project types can be found under [Eligible Project Types](#).

7. REIMBURSEMENT

This is a reimbursement program for eligible costs incurred. All invoices are subject to a 30-day payment schedule. The 30-day payment schedule is contingent upon the date when the correct **invoice** is submitted for payment.

8. ELIGIBLE APPLICANTS

Eligible applicants include local government agencies, human and social services agencies, tribal governments, and private non-profit organizations. Eligible Measure A projects may request up to three years of funding per project.

9. CONSISTENCY WITH THE COORDINATED PLAN

The program requires that all projects selected for funding be consistent with the needs, strategies and priorities identified in the Public Transit-Human Services Transportation Coordination Plan (Coordinated Plan) for Riverside County 2021 Update. The [Coordinated Plan](#) document is available online at www.rctc.org.

The Coordinated Plan identifies existing services, unmet needs and service gaps, as well as strategies by which to meet these needs on behalf of older adults, individuals with disabilities and low-income individuals.

10. NUMBER OF APPLICATIONS PER APPLICANT

There is no limit to the number of applications submitted per applicant. If an applicant submits more than one project for consideration, applicants should rank their projects. If funding is constrained, it is possible that only one project may get fully funded. If an eligible applicant is requesting operating funds for existing services and capital funds for a replacement vehicle, the applicant will need to submit two applications, one for operating and one for capital. If an applicant is requesting funds for operating funds for existing services and expanding service with the existing fleet, then only one application will be required. If, however, an applicant is requesting operating funds for existing services and is requesting a vehicle for expansion of services, then two applications will be required.

11. MINIMUM AND MAXIMUM GRANT AWARD PER PROJECT

There is no minimum award requirement. The maximum amount any one project can receive is equal to or less than 18 percent (\$2,362,860) of the total Measure A funding available. Applicants should be mindful of the overall funding availability and size their projects responsibly. The amounts requested must be appropriate to the nature of the proposed project, the benefits to be achieved, and the cost-effectiveness of the project. The Commission reserves the right to negotiate the total amount of funding a project should receive.

12. ELIGIBLE PROJECT TYPES

Operating and capital projects are eligible under the program; however, priority will be given to projects that provide services and/or enhance services to ADA eligible individuals in a cost-effective manner and to projects that serve the non-emergency medical transportation needs of Western Riverside County residents. For capital projects, priority will be provided to applicants replacing aging or updating equipment to provide existing services.

The various types of eligible operating and capital activities are listed below.

Operating Assistance Projects:

- Non-emergency medical transportation services
- Specialized, targeted population shuttles to persons with disabilities and/or individuals who are truly needy
- Senior transportation shuttles
- Demand response services
- Volunteer driver programs
- Voucher/ bus pass purchase programs for fixed-route services are restricted for regional programs that serve Western Riverside County residents
- Mileage reimbursement programs
- Travel training

Capital Projects

- Replacement of lift-equipped vehicles
- Expansion for the purchase of new lift-equipped vehicles
- Vehicle-related equipment for maintenance
- Rehabilitation and overhaul of aging vehicles to extend useful life
- Communications and dispatch equipment
- Software to facilitate dispatch.
- Other special equipment to facilitate transportation to the target population groups (installation of wheelchair lifts, in-vehicle technology, personal protective equipment etc.)
- Mobility management
- Vehicle leases

Truly needy is based on the current State/Federal poverty guidelines for 2023, as shown in Table 3.

TABLE 3 2023 Federal Poverty Guidelines (FPG) for the 48 Contiguous States and the District of Columbia	
Persons in family/household	Poverty guideline (100% of FPG)
1	\$14,580
2	\$19,720
3	\$24,860
4	\$30,000
5	\$35,140
6	\$40,280
7	\$45,420
8	\$50,560
For families/households with more than 8 persons, add \$5,140 for each additional person. Source: US Dept. of Health and Human Services https://aspe.hhs.gov/poverty-guidelines	

Federal poverty guidelines are made available by the U.S. Department of Health and Human Services every year in January. Grantees are required to update their internal poverty eligibility guidelines annually. Applicants may also use low-income criteria and datasets from the U.S. Department of Housing and Urban Development at <https://www.huduser.gov/portal/datasets/il.html>

13. ELIGIBLE PROJECT COSTS

Eligible project costs are either direct costs or indirect costs.

Operating Assistance Projects

Direct costs are expenses that are specifically associated with a given service, program, department and can be clearly associated with a particular functional category. Examples of direct costs include salaries and benefits of direct staff and supervisors, professional services, drivers, schedulers, and trainers, fuel, insurance, and additional costs that can be directly linked to the proposed project. If an applicant is only transportation focused, then all costs should be direct costs.

If an applicant's core mission is to provide another service and transportation is a component of that mission, then the applicant would have both direct and indirect costs. Indirect costs are expenses that cannot be specifically associated with a given service, program, or department and thus, cannot be clearly associated with a particular functional category. Examples of indirect costs may include administrative overhead, space and equipment rental, utilities, insurance, and office supplies. If this is the case for an applicant, a narrative or table description of each cost line item would need to be provided for all direct costs related to the transportation component and the proportional share of indirect costs and the methodology that the transportation component would be responsible to pay for needs to be included. Applicants should be mindful of the programs utilizing shared resources when considering eligible project costs. Measure A may only pay up to a maximum of 8% for indirect costs. RCTC reserves the right to propose an alternative indirect cost rate if the indirect costs and narrative description are not reasonable.

Capital Projects

Only direct costs are eligible for capital type projects. Capital projects cannot incur indirect costs. In addition, applicants should be mindful of shared resources from multiple programs. For example, if a bus or van is utilized by two programs where one is eligible for Measure A and the other is not eligible, only the proportional cost of the bus or van will be funded through the Measure A program.

Applicants should be cognizant of the programs utilizing shared resources when considering eligible project costs.

14. PROJECT EVALUATION

The primary focus of this Call for Projects continues to be the provision of trips, as these can be most clearly documented and concretely demonstrated by filling existing service gaps. Additionally, the cost per trip, the agency's ability to exercise sufficient financial control, and their ability to meet program reporting standards will be important factors in the project evaluation process.

Preference will be given during the project evaluation phase to those agencies that seek out ways to coordinate with the existing transportation network and can demonstrate ability to properly administer the funds in a cost-effective manner while providing service to the target populations.

RCTC will use a selection committee to review and rank applications and provide award recommendations to Commission staff. Commission staff anticipates determining the number of awards to stretch funding to address as many gap areas and target population needs as may be possible.

RCTC reserves the right to identify and make available alternative funding types, from what is proposed or to negotiate final funding levels. Large funding requests, if approved for funding, could be partially funded at the discretion of the Commission.

15. SCORING CRITERIA

There are five main sections that the projects will be evaluated on for a total of 100 points.

Section I – Agency Profile – Project Summary (5 points)

Section II – Organizational Capabilities (10 points)

Section III – Project Narrative (60 points)

Section IV – Coordination Activities (5 points)

Section V – Financial Assessment and Project Budget (20 points)

The following details the criteria that will be used to evaluate projects.

Section I – Agency Profile – Project Summary (Total of 5 points)

This section is a table which will be filled out resulting in a project summary. Evaluators will be looking for the following information in this section:

- Is the application complete?
- Are the calculations accurate?

- Is this section consistent with other sections?

Section II – Organizational Capabilities (Total of 10 points)

This section is looking at the capabilities of your organization and is broken into three parts. Evaluators will be looking for the following information in this section:

PART A (8 points)

- Does the applicant have the experience to perform the proposed project?
- Does the proposed project match the primary mission of the applicant?
- Does the applicant have adequate facilities and fleet size for the proposed project?
- Does the applicant identify the key personnel and have the qualifications for the proposed project?

PART B (1 point)

- Does the applicant identify the target population?

PART C (1 point)

- Does the applicant detail the current population and show its service area?

Section III – Proposed Project Narrative (Total of 60 points)

This is the largest section and should provide the details of your proposed project. This section is divided into five different parts. Evaluators will be looking for the following information in this section:

PART A. Project Narrative (All Project Types) (25 points)

- Does the applicant describe the project, the service or project type, and service area?
- Does the applicant describe the roles and responsibilities of key personnel?
 - Did the applicant provide an organizational chart?
 - Did the applicant provide a responsibility matrix?
- Does the applicant provide the days and hours of operation?
- Does the applicant describe the target population?
- Does the applicant describe how potential customers are informed about the available program?

PART B – Implementation Plan (20 points)

Applicants should select the appropriate project type from the list as follows:

1. Criteria for Operating Projects

If agency transportation services are proposed, the applicant must demonstrate why the proposed services cannot be provided by existing public transportation. Prospective applicants must show how the service proposed does not duplicate existing public transit

services within the project's service area, demonstrating why their target population cannot use what is available. Applicants also need to demonstrate how their proposed service is coordinated with the existing transportation network, to the extent this is feasible for their target population group.

- Does the applicant describe the process for trip reservations, how routes are scheduled and dispatched, and days and hours of service operations?
- Does the applicant describe and detail its vehicle maintenance and replacement plan?
- Does the applicant describe how drivers are hired, trained, re-trained, and certified?
- Does the applicant describe its methodology for current and projected ridership?

2. Criteria for Voucher Programs

- Does the applicant describe the eligibility criteria for agency and/or client applications?
- Does the applicant describe how vouchers or passes are purchased and distributed?
- Does the applicant describe how vouchers or passes are tracked?
- Does the applicant describe its methodology for current and projected voucher usage?

3. Criteria for Mileage Reimbursement Programs

- Does the applicant describe the eligibility criteria for new applicants and the process for trip reservation?
- Does the applicant describe how mileage is calculated and tracked?
- Does the applicant describe reimbursement rates and limits for reimbursement?
- Does the applicant describe how completed trips are verified?
- Does the applicant describe its methodology for current and projected ridership?

4. Criteria for Travel Training Programs

Some level of capacity-building related to training continues to be desirable but recommended to be kept at modest levels. Agencies applying for training projects must clearly demonstrate the project's benefit to the consumer and the existing specialized transit network.

- Does the applicant describe the eligibility criteria for agency and/or client applications?
- Does the applicant describe how the training curriculum is developed and how training sessions are provided?
- Does the applicant describe how trainers are hired, trained, re-trained and certified?
- Does the applicant describe how the program works with existing transportation providers?
- Does the applicant describe its desired outcome of trained clients and how it measures training success?

- Does the applicant describe its methodology for current and projected number of client training sessions and number of persons trained?

5. Criteria for Capital Projects for Equipment, Rehabilitation, and Replacement Vehicles

While support for capital projects is an eligible expense in this call-for-projects, it should be noted that for at least the disabled and/or elderly populations, the Section 5310 program exists and should be the primary pursuit of funding for such capital projects.

- Does the applicant describe the type of equipment it is seeking to purchase or rehabilitate, including age and mileage, and how it will be utilized in the service?
- Does the applicant describe the extended useful life from vehicle rehabilitation as opposed to replacing (if applicable)?
- Does the applicant describe the technology improvements they are pursuing and how it will improve services and reduce costs (if applicable)?
- Does the applicant describe its planned process of procurement, including its process of selecting the appropriate vendor?
- Does the applicant describe their ability to supplement grant funds if costs increase by more than 10% prior to equipment delivery?
- Does the applicant describe and detail its vehicle and equipment maintenance and replacement plan?

Applicants seeking replacement vehicles may receive up to 10 points for the narrative above and up to 10 points based on the mileage and age of the vehicles as described in Table 4.

TABLE 4		
Vehicle Useful Life Scoring Criteria for Replacement Vehicles		
TYPE OF VEHICLE*	EXISTING VEHICLE MILES AND AGE	SCORE
Minivan Standard Van Full Size Van	175,000 to 200,000 or 8 years	10
	150,000 to 174,999 or 7 years	8
	125,000 to 149,999 or 6 years	6
	100,00 to 124,999 or 5 years	4
	Less than 100,000 miles or 4 years old not eligible	0
Cutaway Buses light duty (approximately 25'- 35' GVW 12,000 – 16,000 lbs.)	225,000 - 250,000 or 9 years	10
	200,000 – 224,999 or 8 years	8
	175,000 – 199,999 or 7 years	6
	150,000 – 174,999 or 6 years	4
	Less than 150,000 or 5 years not eligible	0

Cutaway Buses medium duty (approximately 25'- 35' GVW 16,000 - 26,000 lbs.)	275,000 – 300,000 or 11 years	10
	250,000 – 274,999 or 10 years	8
	225,000 – 249,999 or 9 years	6
	200,000 – 224,999 or 8 years	4
	Less than 200,000 or 7 years not eligible	0
Large, heavy-duty buses (approximately 35'- 40' GVW more than 26,000 lbs.)	650,000 – 699,999 or 16 years	10
	600,000 – 649,000 or 15 years	8
	550,000 – 599,999 or 14 years	6
	500,000 – 549,999 or 13 years	4
	Less than 500,000 or 12 years not eligible	0

*The Commission's preference is to fund the most fuel efficient and clean vehicle possible in meeting regional and state air quality standards.

6. Criteria for Capital Projects for Expansion Vehicles

If agency transportation services are proposed, the applicant must demonstrate why the proposed services cannot be provided by existing public transportation. While support for capital projects is an eligible expense in this call-for-projects, it should be noted that for at least the disabled and/or elderly populations, the FTA Section 5310 program exists and should be the primary pursuit of funding for such capital projects.

- Does the applicant describe the type of equipment it is seeking to purchase and how it will be utilized in the service?
- Does the applicant describe its planned process of procurement, including its process of selecting the appropriate equipment vendor?
- Does the applicant describe their ability to supplement grant funds if purchase costs increase by more than 10% prior to equipment delivery?
- Does the applicant describe the eligibility criteria and process for trip reservations?
- Does the applicant describe how routes are scheduled and dispatched?
- Does the applicant describe and detail its vehicle maintenance and replacement plan?
- Does the applicant describe how drivers are hired, trained, re-trained, and certified?
- Does the applicant describe its methodology for current and projected ridership?

7. Criteria for Mobility Management Programs

Mobility management projects funded to date have operated with mixed results and limited definable success. With limited dollar amounts available, mobility management projects are expected to fall to the lowest funding priority, if they are funded at all. Clear, measurable outcomes must be identified for mobility management projects that are submitted.

- Does the applicant describe the eligibility criteria and process for its clients?

- Does the applicant explain how existing transportation programs will be utilized and promoted to its clients?
- Does the applicant describe in detail how transportation information is collected, organized, disseminated, and kept up to date?
- Does the applicant describe its methodology for current and projected number of client contacts and interactions?
- Does the applicant describe its ability to track and report the number of trips that client contacts have generated?

PART C: Measure A Goals (5 points)

- Does the applicant describe how it meets the goals of the Measure A Specialized Transportation Program?

PART D: Coordinated Plan (5 points)

All projects must be in the Coordinated Plan, addressing the gaps in service identified by Riverside County's 2021 Plan Update. For eligible Measure A projects, trips must either begin or end in Western Riverside County.

- Does the applicant describe the existing transportation services operating in the proposed service area?
- Does the applicant describe why the existing transportation services cannot be utilized by the target population it proposes to serve?
 - Does the applicant reference the relevant section and/or page number(s) from the Coordinated Plan document that describes the available transportation services?
- Does the applicant specify how its project addresses the gap(s) and/or barrier(s) identified in the Coordinated Plan for Riverside County, 2021 Update?
 - Does the applicant reference the relevant section and/or page number(s) in the Coordinated Plan document?
- Does the applicant specify how its project relates to the prioritized strategies identified in the Coordinated Plan for Riverside County, 2021 Update?
 - Does the applicant reference the relevant section and/or page number in the Coordinated Plan document?

PART E: Key Performance Indicators (KPI) and Project Milestones (5 points)

- Does the applicant set standards for identifying clear measurable outcome-based performance measures and indicators?
- Does the applicant set performance goals that are reasonable to meet based on its described abilities, resources, and past performance?
- Does the applicant include a logical, reasonable, and quantifiable methodology to track key performance indicators?
- Does this match the information provided in Section I – Agency Profile – Project Summary?

- Does the applicant identify clear milestones and estimated completion dates for this project?
- Does the applicant include a logical, reasonable, and quantifiable methodology to track milestones?
- Does the applicant describe its project milestones and performance goals from a previously funded project?
- Does the applicant describe how well those goals were met?

Section IV – Coordination Activities (5 points)

This section should describe how applicants coordinate with other transit agencies. This section includes two parts. Applicants need to identify how they intend to coordinate and increase connectivity with other “like” services funded under this Call for Projects or to services provided by the public operators: Fixed Route or Dial-A-Ride services.

Evaluators will be looking for the following information in this section:

PART A (3 points)

- Does the applicant identify the key stakeholders involved in the project or future partners and methods for obtaining participation in this project?
- Do they list Health and Human Services Agencies, public/private sector, non-profit agencies, transportation providers, and/or members of the public representing seniors or individuals with disabilities and from public transit agencies?

PART B (2 points)

- Does the applicant explain how its proposed project will make the effort to connect or coordinate with other existing transit and transportation programs?
- Did the applicant attach letters of support from appropriate stakeholders?

Section V – Financial Assessment and Proposed Project Budget (20 points)

This section should describe the financial assessment of the applicant and the financial need and propose a cost-effective budget over a three-year period. A factor in the points for this section will include the percent of the match required. Higher matches will provide a greater amount of points. This section is broken into four parts which also includes a potential bonus five (5) point question. Evaluators will be looking for the following information in this section:

PART A

- Does the applicant provide a three-year budget; anticipating project revenues and expenditures on the form provided?
- Do in-kind revenues match in-kind expenses? (if applicable)

PART B

- Does the applicant describe the matching funds, including the type of matching funds, a commitment to the amount of funds used as the match, and any documentation related to the matching funds?
- Does the applicant describe the direct vs. indirect costs to the project and include the percent of indirect costs or each line item?
- Does the applicant include the number of hours and hourly rate for volunteer labor contributions?
- Does the applicant describe the nature of the direct and indirect costs and the methodology of each cost component?
- Does the applicant describe the cost effectiveness of the program?
- How does the applicant's costs compare to others with similar services?

PART C (Bonus five (5) point question)

- Does the applicant describe strategies that will be implemented to promote cost savings, reduce the cost of its program, and/or ways to control their costs?
- Does the applicant include a logical, reasonable, and quantifiable methodology to track these strategies?

PART D

- Did the applicant provide a copy of the most recently completed agency/organization financial and/or compliance audit/review as an attachment?

APPLICATION PROCESS

16. APPLICATION FORM

The application can be found at www.rctc.org under the Doing Business drop down menu under Call for Projects.

17. APPLICATION DEADLINE

All Applications are due:

March 14, 2024

Must be received by 4:00 pm.

Each application must be submitted in PDF or Word, along with a project budget worksheet in Excel. Faxes will not be accepted. The electronic version can be uploaded to RCTC's FTP site at <https://www.dropbox.com/request/bfYzkmc9jcfbFM5G3u6h>. The password for uploading is **Measure A**. You can also email your files to specializedtransit@rctc.org. If the documents are not received by the date and time identified above, then it does not constitute on-time submittal.

Information submitted in applications will become a matter of public record following the completion of the evaluation and award process. Therefore, any information contained in an application that is deemed as proprietary, privileged, or confidential by the applicant agency or organization must be clearly marked "Confidential."

18. APPLICATION WORKSHOP

A pre-application workshop will be held for agencies to learn more about the application and selection processes, and to ask any questions prospective agencies may have about the funding program, project eligibility or evaluation process. All prospective applicants are encouraged to attend the application workshop. Details of the application workshop are as follows:

DATE: Tuesday, February 20, 2024
TIME: 2 pm – 4 pm
LOCATION: Zoom Meeting

<https://rctc.zoom.us/j/86983252424?pwd=aWlqYVI4bIVDeW10TEFHbkxEZVZOdz09>

Meeting ID: 869 8325 2424

Passcode: 691738

Dial by your location: + 1 669 900 6833 US (San Jose)

19. NOTIFICATION OF AWARD

After the Commission has approved the recommended funding, RCTC staff will send an award letter to each successful applicant. The award letter will indicate the Operating and Capital funding amounts the Commission has approved. Additionally, the letter will ask each successful applicant to review and revise if applicable various sections within their grant application now that funding has been awarded.

20. CONTRACT EXECUTION

The Commission will draft an agreement with each of the Measure A recipients and will send these to the point of contact indicated within the grant application for contract execution. The terms and conditions are set from each of the recipient's application and the ability to carry it out. RCTC's procurement staff will email out the required documents along with instructions for completion.

21. TECHNICAL WORKSHOP FOR AWARD RECIPIENTS

Commission staff will hold a technical workshop explaining the process for invoicing, reporting, budget modifications, annual compliance audits, and triennial site visits for the successful applicants.

22. INVOICING

- A. This is a reimbursement program for eligible costs incurred.
- B. All invoices are subject to a 30-day payment schedule. The 30-day payment schedule is contingent upon the date when the **invoice** is submitted and approved for payment by RCTC staff.
- C. Invoicing should be submitted on a monthly basis for operating projects to ensure funds are being utilized to the full extent possible. Also, Measure A recipients should be prepared to provide supporting documentation for the justification of large purchases or irregular monthly expenses.
- D. For Capital requests, backup documentation will be required before an invoice is processed.
- E. If a recipient is not able to provide invoices on a timely schedule, RCTC, reserves the right to pause the contract terms and evaluate if the recipient's program should continue to receive Measure A funding.

- F. Invoicing for a subsequent year will not be processed until all monthly, quarterly, and annual reporting needs are satisfied.

23. MONTHLY REPORTING

- A. Recipients will be required to submit operating data for units of service delivered, persons served and selected performance measures such as subsidy per passenger, subsidy per vehicle hour, subsidy per vehicle mile, passengers per vehicle hour, and passengers per vehicle mile.
- B. When a recipient submits their monthly invoice, reporting data for that period is required prior to invoice approval and payment by RCTC.
- C. This data is used to report how Measure A funding is being utilized.

24. QUARTERLY REPORTING

Recipients of funding under this program will be expected to adhere to the following quarterly reporting needs:

- A. Recipients must provide quarterly milestone progress updates based on what was included in the approved application. Guidance documentation will be provided to each recipient.
- B. Recipients must provide quarterly status updates on their project(s). Guidance documentation will be provided to each recipient.

25. ANNUAL REPORTING

Recipients of funding under this program will be expected to adhere to the following annual reporting needs:

- A. Recipients must comply with the annual consumer satisfaction survey process required by the executed contract between RCTC and successful applicants. Guidance documentation will be provided to each recipient.
- B. Recipients are required to provide a vehicle fleet inventory list annually. Guidance documentation will be provided to each recipient.

26. BUDGET MODIFICATIONS

Budget projections and cost allocation plans are provided to RCTC during the Call for Projects application process and for three years. Recipients are able to request changes to its budget as needed each fiscal year. There are formal and administrative budget modifications.

- A. Formal Budget Modifications:
 - a. Requests in Measure A funding above what the Commission approved;

- b. Moving funding between operating and capital programs or vice versa; and
- c. Change in the percent of matching funds for an operating or capital project.

Prior to requesting a formal budget modification, recipients should reach out to RCTC staff on the best way to proceed. In addition, recipients will need to provide a letter and justification that will be provided to the Commission for consideration. Upon Commission approval of a formal budget modification, staff will forward the approved changes to the recipient.

B. Administrative budget modifications include anything not included in the formal budget modifications.

Administrative budget modification requests are to be provided in writing and have justification for the changes. End of year budget modifications should be provided with the final June invoice. After the June invoice is processed, end of year budget modifications will not be processed. Once a written request is provided to RCTC, staff will provide the necessary documentation to accommodate the budget modification. RCTC staff will review the request and approve or deny the request depending on the justification provided.

C. Updated indirect costs justification will need to be provided upon completion of the annual audit to ensure proportionality between the agency's primary mission and the transportation component utilizing Measure A funding. This may require a budget modification annually.

27. RECIPIENT MEETINGS AND PLANNING PARTICIPATION

Recipients of funding under this program will be expected to participate in grantee meetings as requested by RCTC and the specialized transportation planning process. These meetings will be conducted for the purposes of encouraging and facilitating coordination between transportation programs, improving the efficiency and effectiveness of services being operated, continuing to identify gaps between services and needs for additional services, and general transportation provider capacity-building. Additionally, activities related to the specialized transportation planning process includes outreach activities and participation related to the development of the Coordinated Plan. Grantees may also be invited for membership or participation in RCTC's Citizens and Specialized Transit Advisory Committee (CSTAC) to advise and provide feedback on transit issues in Riverside County.

28. ANNUAL AUDIT

Each recipient receiving an allocation of Measure A revenue shall undergo an annual financial assessment, currently consisting of agreed upon procedures performed by an audit firm engaged by RCTC's finance department. The agreed upon procedures will be conducted to ensure that each recipient is expending funds in accordance with the provisions and guidelines established for Measure A revenue.

29. COMPLIANCE AND PERFORMANCE SITE VISIT

RCTC in coordination with consultant services will coordinate at least one site visit during the contract period with each recipient. Typically, these site visits will be held in the second year of the call for projects. The evaluations will be conducted through an on-site visit at each agency with a review of functional areas of each service. Each site visit will be scheduled in advance and recipients will be provided with a performance and oversight invitation packet that includes the purpose of the site visit; a checklist of items to collect, a summary of the previous cycle's evaluation report; and an interview guide to help them prepare for the visit.

The objectives of the site visit are to:

1. Support RCTC's oversight responsibility for the Measure A Specialized Transit Program;
2. Ensure that the voter directive of providing transportation support for persons with disabilities, seniors and persons of limited means is being followed; and
3. Seek opportunities to implement funding program improvements and support greater efficiency of provided services.

RCTC uses the information from the site visits to continuously improve the Measure A Program.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 22, 2024
TO:	Western Riverside County Programs and Projects Committee
FROM:	Jeff Dietzler, Capital Projects Manager
THROUGH:	David Thomas, Toll Project Delivery Director
SUBJECT:	Amendment to Agreement with Nossaman LLP for On-Call Strategic Partnership Advisor Services for the Interstate 15 Express Lanes Project Southern Extension

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Agreement No. 06-66-028-16, Amendment No. 13 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE), extend the contract term to December 31, 2030, and augment the agreement in the amount of \$3,030,508, plus a contingency amount of \$350,000, for an additional amount of \$3,380,508 for a total amount not to exceed \$19,383,443;
- 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 approve the use of the contingency amount as may be required for the project.

BACKGROUND INFORMATION:

In February 2006, following a competitive procurement process, the Commission approved an agreement with Nossaman for the purpose of providing strategic partnership advisor services for innovative project financing and evaluation of potential toll road corridors in Riverside County, specifically the State Route 91 Corridor Improvement Project (91 Project) and the Interstate 15 Express Lanes Project (I-15 ELP).

Nossaman has been integral in supporting the Commission’s Toll Program since 2006 including assisting with a myriad of agency agreements and funding applications. Nossaman has also been essential in assisting the Project and Construction Management team in the development and execution of the various design-build procurement documents such as the request for qualifications, risk allocation workshops, design-build contract, contract industry review process, and proposal evaluations, selection, and negotiations for the 91 Project, the I-15 ELP, and the Interstate 15/State Route 91 Express Lanes Connector Project (15/91 ELC).

DISCUSSION:

On March 27, 2023 the I-15 Ad Hoc Committee approved the use of the Progressive Design-Build (PDB) project delivery method and the procurement of a Project and Construction Management team for the I-15 ELPSE. Staff have procured and the Commission will soon be awarding the project and construction management services contract in support of the I-15 ELPSE PDB delivery. Specialized legal services are now needed to support staff and the Project and Construction Management team for the development of the PDB procurement documents.

Nossaman has provided the legal support on all the Commission's successful design-build procurements and contract implementation including the 91 Project, I-15 ELP, and the 15/91 ELC. The 91 Project was the first design-build contract in the state utilizing authority granted by AB 2098. The I-15 ELP and 15/91 ELC were implemented under its successor bill, AB 401. The complex requirements of both the Commission and Caltrans included in those bills necessitated strict compliance with legislative intent. Nossaman developed the contract requirements that led to successful implementation of AB 2098 and AB 401 for the aforementioned Commission projects. The I-15 ELPSE will require developing a new PDB contract with Caltrans but is expected to leverage our prior Nossaman design-build contract framework. Furthermore, Nossaman has expertise with developing PDB contracts in California. This is familiar territory with the same Nossaman team that will be supporting the I-15 ELPSE PDB contract development. Staff recommends moving forward with the legal support services utilizing the Commission's on-call strategic partnership advisor services contract with Nossaman as it is in the public's best interest to utilize the legal framework and expertise that is at the foundation of three successful design-build procurements and contracts implemented by the Commission.

Amendment No. 13 to Agreement No. 06-66-028-00 includes the scope, cost, and assumed duration to complete the procurement and contract administration services by Nossaman for the I-15 Express Lanes Project Southern Extension. Staff developed and negotiated with Nossaman the following scope of services, as further described in Exhibit A to the attachment, related to the procurement and contract administration of the I-15 Express Lanes Project Southern Extension:

PROCUREMENT PHASE

- Assist with agreements and negotiations with Caltrans, Federal Highway Administration, and other agency stakeholders;
- Lead in drafting procurement documents;
- Lead in responding to proposer questions;
- Lead the selection, negotiations, and award process; and
- Lead with analysis, response and defense to any bid, proposal, or award protests.

CONTRACT ADMINISTRATION PHASE

- Develop and administer contract administration training workshops for the Commission and technical advisory staff;

- Assist with contract interpretation, analysis, and administration during the design and construction phase; and
- Assist with change order and claims management.

The amendment also extends the agreement term to December 31, 2030, or the anticipated completion of construction of the I-15 ELPSE. This approach is consistent with previous Commission toll projects and provides continuity of legal counsel through the procurement and contract administration phase.

The schedule milestones for the next phases of the I-15 ELPSE are as follows:


➤ Award Progressive Design-Build Contract	Summer 2025
➤ Start of Construction	2026
➤ I-15 ELPSE open to traffic	2030

FISCAL IMPACT:

Pursuant to the scope and fee proposed by Nossaman to support the I-15 ELPSE PDB project (included in the attachment as Exhibits “A” Scope of Services and Exhibit “B” Compensation Summary), this amendment is valued at \$4,650,000 with a proposed \$350,000 in requested contingency. Currently, the Nossaman Agreement No. 06-66-028-00 contains \$1,076,492 of remaining unused contract authority in their contract plus an additional \$540,000 of unused Commission approved contingency for a total of \$1,619,492 of Commission authorized budget available. This staff report proposes to add \$3,030,508 of budgetary authority and \$350,000 of contingency.

Staff recommends the Commission approve Agreement No. 06-66-028-16, Amendment No. 13 to Agreement No. 06-66-028-00, with Nossaman for the on-call strategic partnership advisor services, extend the contract term to December 31, 2030, and augment the agreement in the amount of \$3,030,508, plus a contingency amount of \$350,000, for an additional amount of \$3,380,508 for a total amount not to exceed \$19,383,443;

Further, staff recommends the Commission authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission and authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25+	Amount:	\$400,000 \$2,980,508
Source of Funds:	Measure A			Budget Adjustment:	No
GLA No.:	003044 65102 00000 0000 262 31 65102				
Fiscal Procedures Approved:				Date:	01/11/2024

Attachment: Agreement No. 06-66-028-16 with Nossaman LLP

**AMENDMENT NO. 13 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

1. PARTIES AND DATE

This Amendment No. 13 to the Agreement for Strategic Partnership Advisor Services is made and entered into as of this ____ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and NOSSAMAN LLP ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated April 10, 2006 for the purpose of providing Strategic Partnership Advisor Services (as amended, the "Master Agreement"). The not to exceed amount of the Master Agreement is set at One Hundred Fifty Thousand Dollars (\$150,000).
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated July 27, 2006, for the purpose of increasing the not to exceed amount of the Master Agreement by Seventy-Five Thousand Dollars (\$75,000).
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated October 26, 2006, for the purpose of reducing the not to exceed amount of the Master Agreement by Fifty Thousand Dollars (\$50,000).
- 2.4 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated April 9, 2007, for the purpose of increasing the not to exceed amount of the Master Agreement by One Hundred Fifty Thousand Dollars (\$150,000).
- 2.5 The Commission and the Consultant have entered into an Amendment No. 4 to the Master Agreement, dated February 8, 2008, for the purpose of incorporating additional services into the Scope of Services of the

Master Agreement, modifying the Consultant's hourly billing rates, extending the term and increasing the total not to exceed amount of the Master Agreement by Two Hundred Fifty Thousand Dollars (\$250,000).

- 2.6 The Commission and the Consultant have entered into an Amendment No. 5 to the Master Agreement, dated July 16, 2008, for the purpose of making consulting services available to the San Bernardino Associated Governments through the Master Agreement.
- 2.7 The Commission and the Consultant have entered into an Amendment No. 6 to the Master Agreement, dated January 27, 2010 and Amended and Restated Amendment No. 6 to the Master Agreement, dated March 10, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Eight Hundred Thousand Dollars (\$800,000) and to modify the Consultant's hourly billing rates.
- 2.8 The Commission and the Consultant have entered into an Amendment No. 7 to the Master Agreement, dated December 21, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Two Million Eighty-Three Thousand Thirty-Five Dollars (\$2,083,035).
- 2.9 The Commission and the Consultant have entered into an Amendment No. 8 to the Master Agreement, dated February 9, 2012, for the purpose of increasing the total not to exceed amount of the Master Agreement by One Million Eight Hundred Seventy-Eight Thousand Nine Hundred Dollars (\$1,878,900), and extending the term (the "Third Extended Term") to end February 9, 2014, unless earlier terminated as provided in the Master Agreement.
- 2.10 By letter dated May 22, 2013 ("Contingency Release Letter"), the Commission authorized the release of Board allocated contingency funds in the sum of Three Hundred Seventy Six Thousand Dollars (\$376,000) to cover Extra Work, as that term is defined in the Master Agreement.
- 2.11 The Commission and the Consultant have entered into an Amendment No. 9 to the Master Agreement, dated August 26, 2013, to identify the Contingency Release letter within the formal amendments to the Master Agreement, increasing the total not to exceed amount of the Master Agreement by Two Million Four Hundred Thousand Dollars (\$2,400,000), and extending the term (the "Fourth Extended Term") to end March 9, 2018, unless earlier terminated as provided in the Master Agreement.
- 2.12 The Commission and the Consultant have entered into an Amendment No. 10 to the Master Agreement, dated July 19, 2016, to amend the

Master Agreement, increasing the total not to exceed amount of the Master Agreement by Five Million Seven Hundred Thousand Dollars (\$5,700,000), and extending the term (the "Fifth Extended Term") to end December 31, 2020, unless earlier terminated as provided in the Master Agreement to provide procurement and contract administration services for the 1-15 Express Lanes Project.

- 2.13 The Commission and the Consultant have entered into an Amendment No. 11 to the Master Agreement, dated September 30, 2019, to extend the term (the "Sixth Extended Term") to end December 31, 2023, include additional services, and provide additional compensation for the support of the 15/91 Express Lanes Connector Project ("15/91 ELC").
- 2.14 The Commission and the Consultant have entered into an Amendment No. 12 to the Master Agreement, dated November 15, 2023, to extend the term (the "Seventh Extended Term") to end December 31, 2024 unless earlier terminated as provided in the Master Agreement for the support of the 15/91 Express Lanes Connector Project ("15/91 ELC").
- 2.15 The parties now desire to amend the Master Agreement in order to extend the term, include additional services, and provide additional compensation for the support of the Interstate 15 Express Lanes Project Southern Extension ("I-15 ELPSE").

3. TERMS

- 3.1 The term of the Master Agreement shall be extended for an additional term (the "Eighth Extended Term") beginning on December 31, 2024 and ending on December 31, 2030, unless earlier terminated as provided in the Master Agreement.
- 3.2 The Services, as defined in the Master Agreement, shall be amended to include the services and work required for the I-15 ELPSE, as set forth in Exhibit "A" attached to this Amendment No. 12 and incorporated herein by reference.
- 3.3 The maximum compensation for Services performed pursuant to this Amendment No. 13 shall be \$4,650,000 as further set forth in the attached Exhibit "B". Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.4 The total not-to-exceed amount of the Master Agreement, as previously amended, and as amended by this Amendment No. 13, shall be increased from fifteen million, three hundred twelve thousand, nine hundred thirty five dollars (\$15,312,935) to eighteen million, eight hundred eighty three thousand, four hundred and forty three dollars (\$18,883,443).

- 3.5 The recitals set forth above are true and correct and are incorporated into this Amendment No. 13 by reference as though fully set forth herein.
- 3.6 This Amendment No. 13 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.7 This Amendment No. 13 may be signed in counterparts, each of which shall constitute an original.
- 3.8 Except as amended by this Amendment, all provisions of the Master Agreement, as amended by Amendment Nos. 1 through No. 12, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDMENT NO. 13 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

NOSSAMAN LLP

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

ATTEST:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

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 the Commission.

EXHIBIT “A”

NOSSAMAN SCOPE OF SERVICES

I-15 ELPSE

In support for the progressive design-build procurement (“PDB”) of the I-15 Express Lanes Project Southern Extension (“Project”), NOSSAMAN LLP (“Nossaman”) will provide the following services:

PRE-PROCUREMENT PHASE – PHASE 1

- Assess legal authority and constraints/requirements for PDB procurement of Project;
- Provide input on procurement strategy for Project;
- Provide input to RCTC and PCM on Project procurement schedule and workplan;
- Undertake lessons learned workshop re: I-15 ELC;
- Undertake risk allocation workshop related to PDB Contract risk allocation;
- Assist with preparation of release of request for expressions of interest and review of submittals received in connection with RFEI;
- Assistance with any SEP-14 with FHWA regarding the Project;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by the RCTC to implement the procurement and Project

RFQ PHASE – PHASE 2

- Draft and revise RFQ any RFQ addenda;
- Provide input, draft procurement-related answers and manage Q&A process for RFQ
- Participate in document drafting meetings;
- Participate in weekly team calls as requested and directed by RCTC;
- Draft and revise evaluation manual for Statements of Qualification (“SOQ”) evaluation;
- Assist with the administration of the SOQ evaluation, including support of pass/fail and responsiveness evaluation, subcommittee and evaluation and selection recommendation committee (“ESRC”) meetings and evaluation, and documentation of evaluation process;
- Support debriefs of non-Short-Listed Proposers;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

DOCUMENT PREP AND INDUSTRY REVIEW PHASE – PHASE 3

- Draft and revise industry review protocol agreement;
- Draft and revise Instructions to Proposers (“ITP”) for final issuance;
- Review and comment on technical provisions (“TPs”) drafted by RCTC and/or PCM;
- Draft and comment on Q&A regarding industry review documents;
- Draft and revise PDB Contract for final issuance;
- Participate in document drafting meetings;

- Participate in one set of one on one meetings;
- Coordinate with and among co-consultants, including PCM;
- Participate in weekly team calls as requested and directed by RCTC; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

RFP PHASE (INCLUDING EVALUATION/AWARD) – PHASE 4

- Review and revise drafts of ITP;
- Review and revise drafts of the PDB Contract;
- Review and comment on TPs drafted by RCTC and/or PCM;
- Revise drafts of ITP and PDB Contract for issuance and assist with any addenda relating to ITP and PDB Contract;
- Draft and comment on Q&A regarding RFP Documents;
- Participate in document drafting meetings;
- Participate in two set of one on one meetings;
- Draft and revise evaluation manual for Proposal evaluation;
- Assist with the administration of the Proposal evaluation, including support of pass/fail and responsiveness evaluation, subcommittee and evaluation committee(s) meetings and evaluation, and documentation of evaluation process;
- Support debriefs of unsuccessful Proposers;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

PHASE 5 – NEGOTIATIONS AND AWARD OF PHASE 1 (PRE-CONSTRUCTION SERVICES)

- Assist with negotiations with preferred Proposer and legal aspects of award process;
- Revise and finalize PDB Contract;
- Assist with conformance of TPs;
- Track and review preferred proposer post-selection deliverables, including corporate documents, authorization documents, required legal opinions, bonds and insurance;
- Assist with commercial close (execution) of the PDB Contract, including review of documentation satisfying conditions to award;
- Support of Commission approval process and staff reports;
- Assist with NTP issuance process, including review of documentation satisfying conditions to issuance of NTP;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks requested and directed by RCTC to implement the procurement and Project.

PHASE 6 – GENERAL CONTRACT ADMINISTRATION – PHASE 1 (PRE-CONSTRUCTION SERVICES)

- Provide PDB Contract training presentation to RCTC/PCM staff focusing on Phase 1;
- As requested, participate in regularly scheduled contract administration calls;
- Assist with PDB Contract interpretation, analysis and administration issues;
- Assist with change order, claims management strategy;

- Review, analyze and respond to design-builder change order requests;
- Review, analyze and research RCTC/PDB change order requests;
- Assist in drafting of, review and negotiation of change orders;
- Assist with prosecution/defense of any Contract disputes;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

PHASE 7 – NEGOTIATION OF GMP/PHASE 2 (FINAL DESIGN AND CONSTRUCTION) AMENDMENTS (TO BE UNDERTAKEN 4 TIMES (4 PROJECT SEGMENTS))

- Assist with development of overall negotiating strategy for Phase 2 GMP Amendment;
- Advise RCTC during the negotiations for the Phase 2 GMP Amendment;
- Assist in the preparation of the Phase 2 GMP Amendment (including amendments to the PDB Contract) to address issues raised during negotiations;
- Finalize the negotiated Phase 2 GMP Amendment;
- Assist in the preparation of a Commission Report regarding the Phase 2 GMP Amendment. Assist RCTC and PCM with any materials for approval of contract award;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

PHASE 8 – GENERAL CONTRACT ADMINISTRATION (PHASE 2 – FINAL DESIGN AND CONSTRUCTION) (TO BE UNDERTAKEN 4 TIMES (4 PROJECT SEGMENTS))

- Assist with review of documentation related to issuance of NTP for design and construction;
- Provide PDB Contract training presentation to RCTC/PCM staff focusing on Phase 2;
- As requested, participate in regularly scheduled contract administration calls;
- Assist with PDB Contract interpretation, analysis and administration issues;
- Assist with change order, claims management strategy;
- Review, analyze and respond to design-builder change order requests;
- Review, analyze and research RCTC/PDB change order requests;
- Assist in drafting of, review and negotiation of change orders;
- Assist with prosecution/defense of any Contract disputes;
- Coordinate with and among co-consultants, including PCM; and
- Other Project-related tasks directed by RCTC and/or PCM to implement the Project.

BUDGET ESTIMATE

Total budget: \$4,800,000 - \$5,000,000 (including expenses)

Rough estimates allocation across fiscal years:

- FY 23-24 (7/1/23-6/30/24) - \$400k
 - Primarily covering pre-procurement work, including start of development of RFQ and any SEP-14
- FY 24-25 (7/1/24-6/30/25) - \$1.5 mm
 - Primarily covering procurement work
- FY 25-26 (7/1/25-6/30/26) - \$800k

- Covering remainder of procurement/award process, beginning of general contract administration (Phase 1), and beginning of Phase 2 amendment process for Segment 0;
- FY 26-27 (7/1/26-6/30/27) - \$750k
 - Covering ongoing general contract administration (Phase 1), Phase 2 amendment process for Segment 1 and ongoing contract administration (Phase 2 for Segment 0)
- FY 27-28 (7/1/27-6/30/28) - \$550k
 - Covering ongoing general contract administration (Phase 1), Phase 2 amendment process for Segment 2 and Segment 3 and ongoing contract administration (Phase 2 for Segments 0, 1 and 2)
- FY 28-29 (7/1/28-6/30/29) - \$500k
 - Covering ongoing general contract administration (Phase 1), Phase 2 amendment process for Segment 3 and ongoing contract administration (Phase 2 for Segments 1, 2 and 3)
- FY 29-30 (7/1/29-6/30/30) - \$150k
 - Covering ongoing general contract administration (Phase 2 for Segments 2 and 3)
- Contingency: \$150k-\$350k

PRELIMINARY ASSUMPTIONS

- Work will be undertaken commencing February 2024 through fiscal year 29-30 (ending June 30, 2030);
- RFEI to be prepared by PCM, with Nossaman review and comment;
- Procurement will be PDB, using primarily quals based selection criteria;
- Single procurement for one PDB Contractor;
- Procurement to last approximately one year and commence summer of 2024 through summer of 2025;
- Procurement will be a 2 phase – RFQ and RFP procurement (or if not permitted, an interim quals phase under an RFQ/RFP);
- Shortlist of no more than 3 teams;
- RFQ shall have 3 drafts before release and one addenda;
- Industry review RFP and Contract shall have 3 drafts before release;
- Industry review shall have one set of one-on-one meeting;
- Final RFP shall have 2 drafts before release and two addenda;
- Two sets of one on one meetings following final RFP release;
- Technical Provisions to be drafted by PCM, with Nossaman review and comment;
- 4 separate PDB segments of the Project, resulting in 4 separate Phase 2 negotiations and amendments;
- PDB Contract will include core terms and conditions and risk allocations applicable to Phase 2 (design/construction) of the Project segments;
- Phase 2 amendments will utilize a generally consistent form and set of provisions;
- PCM and the RCTC personnel properly performing their respective scopes of work
- Phases are not fully sequential and there will be overlap among work in Phases;
- Although part of scope, budget estimate excludes legal fees relating to the following items (budget amendment to subcontract would be required):
 - SOQ or Proposal protests or other procurement challenges;
 - A Proposal Revision/Best and Final Offer (BAFO);
 - Developing programmatic documents or streamlining documents;

- Litigation assistance;
- Dispute board/dispute resolution assistance; and
- Assistance on major or numerous change orders and/or contract amendments
- Insurance issues will be addressed by the RCTC or a third party insurance advisor contracted to someone other than Nossaman;
- Fiscal year estimates are simply estimates to assist RCTC with general budgeting and are not binding or limits on the actual fees/expenses that may be incurred (the overall budget is the limit). Actual fees/expenses in a particular year will likely vary and funds not used in a particular fiscal year shall remain authorized and available for succeeding fiscal years; and
- Total budget estimate is an estimate and not a guaranty or a cap on fees and expenses; provided that Nossaman may not exceed the budget estimate/authorized budget without an amendment to the subcontract.

EXHIBIT "B"

NOSSAMAN COMPENSATION

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Nossaman	ELPSE Legal / Procurement Services	\$ 4,650,000.00
<i>Sub Consultants:</i>		
n/a	n/a	
SUBTOTAL		4,650,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 4,650,000.00

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.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 22, 2024
TO:	Western Riverside County Programs and Projects Committee
FROM:	Joie Edles Yanez, Capital Projects Manager
THROUGH:	Erik Galloway, Project Delivery Director
SUBJECT:	Agreement for Plans, Specifications, & Estimates for the Interstate 15 Franklin Street Interchange Project

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Award Agreement No. 24-72-028-00 to HDR Engineering Inc. for plans, specifications, & estimates (PS&E) for the Interstate 15 Franklin Street Interchange Project in the amount of \$8,759,405, plus a contingency amount of \$875,941, for a total amount not to exceed \$9,635,346;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and 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.

BACKGROUND INFORMATION:

The I-15 Franklin Street Interchange Project (Project) proposes to design and build a new freeway connection interchange north of the existing Franklin Street overcrossing. The Project is Phase II of the overall I-15 improvement projects in the city of Lake Elsinore (City), with Phase I being the I-15 Railroad Canyon Road Interchange Project, which completed construction in the fall of 2022 and is now fully operational. The Riverside County Transportation Commission (RCTC) at its September 13, 2023, Commission Meeting, approved Cooperative Agreement No. 24-31-023-00 between the City and RCTC to establish the Commission as the lead agency for the PS&E phase, as well as identify the obligations and responsibilities of each agency. The agreement also identified funding for this phase in the amounts of \$9,500,000 from the Western Riverside Council of Governments (WRCOG) local Transportation Uniform Mitigation Fees (TUMF), and \$3,000,000 in local funds from the City, for a total amount of \$12,500,000.

The Project will be designed in accordance with Caltrans standards and at the completion of construction will become part of the state highway system.

In cooperation with the City and Caltrans, the Project began the procurement process to enlist the services of a professional and best qualified engineering firm to work on the PS&E and right of way (ROW) engineering phases of the Project.

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-based method of selection for the procurement. The evaluation criteria included elements such as firm experience and stability, quality and experience of project manager, quality and experience of key personnel, 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. 24-72-028-00 for PS&E for the Project was released by staff on September 21, 2023. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 78 firms downloaded the RFQ; 12 of these firms are located in Riverside County. A pre-submittal meeting was held on October 5, 2023, and was attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the October 12, 2023, clarification deadline. Three firms – HDR Engineering, Inc. (Riverside); T.Y. Lin International (Ontario); and TranSystems (Santa Ana) – submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on November 2, 2023. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Caltrans, and City of Lake Elsinore staff.

Based on the evaluation committee's assessment of the written statement of qualifications and pursuant to the terms of the RFQ, the evaluation committee shortlisted and invited all three firms (HDR Engineering, Inc., T.Y. Lin International, and TranSystems) to the interview phase of the evaluation and selection process. Interviews were conducted on November 29, 2023.

The evaluation committee conducted a subsequent evaluation of each firm, based on both written and interview components presented to the evaluation committee by each proposer. The evaluation committee recommends contract award to HDR Engineering, Inc. for PS&E for the I-15 Franklin Street Interchange Project, as this firm earned the highest total evaluation score.

Subsequently, staff negotiated the scope of services (including the appropriate level of effort, labor categories, etc.), schedule, and cost from HDR Engineering, Inc. for the PS&E for the Project and established a fair and reasonable price. As part of the procurement process for architectural and engineering services, the contract is subject to a pre-award audit. The proposed cost is \$8,759,405 and may change slightly as a result of the pre-award audit. Staff recommends award of Agreement No. 24-72-028-00 for PS&E for the Project in the amount of \$8,759,405, plus a contingency amount of \$875,941, for a total amount not to exceed \$9,635,346. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the Project, and authorization of the

Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

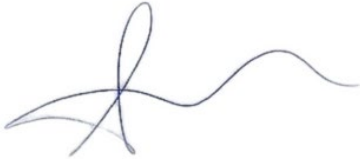
FISCAL IMPACT:

The proposed contract with HDR engineering including contingency totals \$9,635,346. All project cost will be borne by the City, and the Commission will be reimbursed for all its costs associated with the Project, including those for internal costs and the consultant. Specifically, the City will reimburse RCTC for projects costs incurred.

There are sufficient funds in the Fiscal Year 2023/24 budget to begin PS&E services. No budget amendments are required at this time. PS&E will continue to be budgeted for subsequent years to complete these phases of the Project. Additional funding will be provided by the City for ROW acquisition, utility relocation, identified RCTC internal costs, and construction phases.

Expenditure Schedule

Item	FY 2023/24	FY 2024/25+	Total Amount	Fund Source
1 PS&E + Contingency	\$589,900	\$9,045,445	\$9,635,346	Local City
2 ROW	0	\$1,924,655	\$1,924,654	Local City
3 Internal Costs (RCTC / Bechtel / Legal)	\$200,000	\$740,000	\$740,000	Local City
Total	\$789,900	\$11,710,100	\$12,500,000	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2023/24 FY 2024/25+	Amount:	\$589,900 \$9,045,456
Source of Funds:	Local TUMF and Local City		Budget Adjustment:	No	
GL/Project Accounting No.:	Revenue: 005138 41604 210 72 41203 \$9,635,346 (Local City) Expenditure: 005138 81102 210 72 81101 \$9,635,346 (Final Design)				
Fiscal Procedures Approved:				Date:	01/11/2024

Attachments:

- 1) Executed Commission - City of Lake Elsinore Cooperative Agreement No. 24-31-023-00
- 2) WRCOG – City of Lake Elsinore TUMF Agreement No. 22-SW-LEL-1204
- 3) Draft Contract Agreement HDR PS&E Agreement No. 24-72-028-00

**COOPERATIVE AGREEMENT
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,
CITY OF LAKE ELSINORE**

**FOR THE INTERSTATE 15 (1-15) FRANKLIN STREET INTERCHANGE PROJECT
PLANS SPECIFICATIONS AND ESTIMATES PHASE**

1. Parties and Date.

This Cooperative Agreement is made and entered into this 24th day of october, 2023 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”) and the City of Lake Elsinore (“City”). RCTC and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. Recitals.

2.1 The Western Riverside Council of Governments (WRCOG) has allocated \$9.5 Million for the Plans, Specifications, and Estimates phase for the I-15 Franklin Street Interchange Project (“Project”).

2.2 The PS&E phase for the Project includes preparation of the PS&E final design, right-of-way management, right-of-way acquisitions, and RCTC internal costs consisting of program management and legal services (“PS&E Phase”)

2.3 WRCOG and City have entered in a funding agreement allocating the above referenced \$9.5 Million to City for the PS&E Phase. An additional \$3.0 Million in local funds from the City will be committed to the PS&E Phase, for a total of \$12.5 Million towards the PS&E Phase.

2.4 The Project is located adjacent to and within the jurisdictional boundaries of the City of Lake Elsinore and may require improvements to streets within the City.

2.5 The City has requested that RCTC be the lead agency for the PS&E Phase.

2.6 RCTC has agreed to act as the lead agency for the the PS&E Phase.

3. Terms.

3.1 PS&E Phase Work.

A. RCTC shall be the lead agency for the PS&E Phase. RCTC shall select, retain and oversee consultants to complete the PS&E Phase work and services including, but not limited to, preparation of the PS&E document. The PS&E Phase work

and services shall be funded by the funding sources set forth in Section 2.3 above. The Parties agree that RCTC shall not have any obligation to fund the PS&E Phase work or services using its own funds. In the case that additional funds are needed to complete the PS&E Phase work or services, beyond the funding described in Section 2.3, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. RCTC shall complete the PS&E Phase work and services within the term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.

C. Funding and responsibilities for any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement.

3.2 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2030, or until written agreement by the Parties that the PS&E Phase has been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Cooperation. RCTC and the City agree to cooperate in the development of the PS&E document for the Project, completion of the PS&E Phase work and services, and the implementation of this Cooperative Agreement.

3.4 Reporting. RCTC shall, in a timely manner, provide milestone reports to the City, detailing the progress of the PS&E Phase work and services.

3.5 Obligations of the City.

- A. RCTC shall submit invoices no less frequently than quarterly in any quarter in which reimbursable expenses are incurred but not to exceed once per month. The City shall timely review and pay approved invoices within thirty (30) days. The City shall promptly notify RCTC of any disputed charges.
- B. The City may provide a City oversight engineer or other City staff to oversee the PS&E Phase work and services at its own cost.
- C. The City shall process any City encroachment permits required for the PS&E Phase at no cost to RCTC or its consultant(s) provided that RCTC or the consultant(s), as the case may be, submits a complete application for such encroachment permits consistent with City's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the City in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.

- D. The City shall timely review design plans for the Project including, but not limited to, the PS&E document and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the City Engineer of the City that the design plans shall be deemed approved by the City if no comments are received within an additional 15 days. The CITY shall inspect any other PS&E Phase work or services upon written notice of completion of the work or services by RCTC to the City, and shall timely provide approval or identify any nonconformities identified by the City within thirty (30) days, or such other reasonable period requested by RCTC.

3.6 Obligations of RCTC

- A. RCTC shall serve as the lead agency for the PS&E Phase. RCTC shall be responsible for procuring, retaining and overseeing consultant(s) as required for completion of the PS&E Phase, or as reasonably necessary for PS&E Phase completion.
- B. RCTC shall provide the City an opportunity to review and approve all design documents for the Project prior to finalization of such design document for the Project for public bidding purposes.
- C. RCTC shall invoice the City for PS&E Phase expenses incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month. Invoices submitted to the City shall be in a form and include such detail as reasonably requested by the City.
- D. RCTC shall require that the consultant(s) retained for the PS&E Phase include the City as an additional insured and indemnified party under RCTC's agreements with the consultant(s).

3.7 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold the City, its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

B. The City shall, at its sole cost and expense, indemnify, defend and hold RCTC and its officials, officers, employees, consultants and agents free and

harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of City, its officials, officers, employees, agents, consultants or contractors in the performance of City obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

3.8 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.9 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.10 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.11 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.12 RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

3.13 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.14 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.15 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. 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.

3.16 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.17 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission
4080 Lemon Street, Third Floor
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
3390 University Ave. 5fl.
Riverside, CA 92501
Attention: Steven C. DeBaun

To City: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attention: City Manager

Copy to: Leibold McClendon & Mann
9841 Irvine Center Drive
Suite 230
Irvine, California 92618
Attention: Barbara Leibold, City Attorney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.18 Time of Performance. Time is of the essence in the performance of this Agreement.

3.19 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.20 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.21 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.22 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.23 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative 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 Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

3.24 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE
TO
INTERSTATE 15 FRANKLIN STREET INTERCHANGE PROJECT
PLANS SPECIFICATIONS, AND ESTIMATES PHASE COOPERATIVE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the Effective Date.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

DocuSigned by:
By: Anne Mayer
Anne Mayer, Executive Director

CITY OF LAKE ELSINORE

DocuSigned by:
By: Jason Simpson
1F551F63E6FE412...
Title: City Manager

APPROVED AS TO FORM:

By: [Signature]
Best Best & Krieger LLP
Counsel to RCTC

APPROVED AS TO FORM:

DocuSigned by:
By: Barbara Weibold
A5086D9096AF48C...
Title: City Attorney

ATTEST:

DocuSigned by:
By: [Signature]
2941B149748C400...
Title: city clerk

**\TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
INTERSTATE 15 FRANKLIN STREET INTERCHANGE IMPROVEMENT PROJECT
FINAL PS&E PHASE**

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is entered into as of this 10th day of January, 20²³, by and between the Western Riverside Council of Governments (“WRCOG”), a California joint powers authority and **City of Lake Elsinore**, a California municipal corporation (“AGENCY”). WRCOG and AGENCY are sometimes hereinafter referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County (“TUMF Program”).

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance (“Qualifying Projects” or “Projects”). The Qualifying Projects are more specifically described in that certain WRCOG study titled “TUMF Nexus Study”, as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, “TUMF Program Funds”). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for **Interstate 15 Franklin Street Interchange Improvement Project**, (the “Project”), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PS&E – Plans, Specifications and Estimates

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Six Million Dollars**

(\$6,000,000), to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein (“Funding Amount”). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study (“Maximum TUMF Share”), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs (“Total Project Cost”) may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit “A” (“Scope of Work”): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit “A”.

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY’S payment of the invoices or demands for payment. Documents evidencing the AGENCY’S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the AGENCY may appeal WRCOG’S decision as to the eligibility of one or more invoices to WRCOG’S Executive Director. The WRCOG Executive Director shall

provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project; or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement; the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates **Jason Simpson, City Manager**, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the

AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. 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.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment 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.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party 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 costs of suit.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or 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 Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

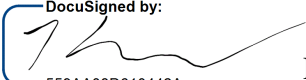
38. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

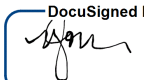
[SIGNATURES ON FOLLOWING PAGE]

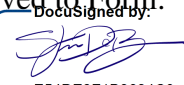
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

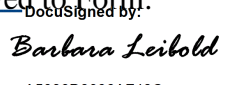
WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

CITY OF LAKE ELSINORE

DocuSigned by:

By: _____ Date: 4/24/23
559AA08D610442A...
Dr. Kurt Wilson
Executive Director

DocuSigned by:

By: _____ Date: 4/24/2023
BE68BD681A5A4F5...
Natasha Johnson
Mayor

Approved to Form:
DocuSigned by:

By: _____ Date: 2/15/2023
E54DE3F1B3634C0...
Steven C. DeBaun
General Counsel

Approved to Form:
DocuSigned by:

By: _____ Date: 4/3/2023
A5080D9096AF48C...
Barbara Leibold
City Attorney

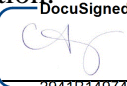
Attestation:
DocuSigned by:

By: _____ Date: 4/24/2023
2941E149748C400...
Candice Alvarez, MMC
City Clerk

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK:

This TUMF Reimbursement is for the Final Plans, Specifications, and Estimate (PS&E) Phase only. Final PS&E includes the development of the plans, specifications, and construction cost estimate; obtaining any resource agency permits, and advertisement/award of the construction contract.

From approved FTIP:

CONS NEW I-15/FRANKLIN ST INC, CONST AUX LNS FROM FRANKLIN ST IC TO MAI NST IC & FROM FRANKLIN ST IC TO RR CYN IC, REALIGN & RECONSTRUCT MAIN ST SB ON RAMP FROM 1-2 LNS, ON WS OF I-15 CONST AUTO CENTER DR EXTNSN FROM EX FRANKLIN ST TO ADOBE ST & ON ES OF I-15 AND CONST CNY ESTATE DR EXT FROM EX FRANKLIN ST TO CAMINO DEL NORTE

EXHIBIT "A-1"**ESTIMATE OF COST**

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E	\$6,000,000	\$2,000,000	\$8,000,000
RIGHT OF WAY			
CONSTRUCTION			
TOTAL	\$6,000,000	\$2,000,000	\$8,000,000

EXHIBIT “A-2”**PROJECT SCHEDULE****TIMETABLE:**

This TUMF Reimbursement is for Final PS&E Phase only.

Final PS&E is anticipated to begin February 2023 with estimated completion date of February 2025.

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED	August 2017	\$3,786,801	PA&ED completed with RR Canyon IC
PS&E	February 2025	\$8,000,000	Est. Start Date: February 2023
RIGHT OF WAY	February 2026	\$8,000,000	
CONSTRUCTION	July 2028	\$80,000,000	
TOTAL		\$99,786,801	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.
2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2".
3. For jurisdictions with large construction projects (with the total construction cost exceeding \$10 million) under construction at the same time, may with the approval of WRCOG submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.
4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5". All documentation from the Agency's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.
6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

“I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

**EXHIBIT “B-1”
[Sample for Professional Services]**

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT____) (\$__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of Agency’s City Manager [or applicable position] (“Total Compensation”).

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3) _____

1.2 FIXED FEE.

1.2.1 The fixed fee is \$_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__insert charges__]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

<u>POSITION OR CLASSIFICATION</u>	<u>RANGE OF HOURLY RATES</u>
[<i>sample</i>]	
Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

- 3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.
- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY’s invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure “A” Local Streets and Roads Funding per Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice:	\$0,000,000.00 =====
---------------------------------	--------------------------------

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]**
This is per agreement No. XX-XX-XXX effective Month/Date/Year .

Invoice period covered is from Month/Date/Year to Month/Date/Year .

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)**

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

Agreement No. 24-72-028-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
HDR ENGINEERING, INC.
FOR THE
PLANS, SPECIFICATIONS & ESTIMATES (PS&E) FOR THE
INTERSTATE 15 FRANKLIN STREET INTERCHANGE PROJECT**

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and HDR ENGINEERING, 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. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing PLANS, SPECIFICATIONS, & ESTIMATES services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.
- E. The Commission desires to engage Consultant to render such services for the INTERSTATE 15 FRANKLIN STREET INTERCHANGE PROJECT ("Project"), as set forth in 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 professional PS&E for the I-15 Franklin Street Interchange Project services necessary for the Project ("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.

2. Commencement of Services.

The Consultant shall commence work upon receipt of a written "Notice to Proceed" or "Limited Notice to Proceed" from Commission.

3. Term.

3.1 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 **June 30, 2028**, unless extended by contract amendment.

3.2 Consultant is advised that any recommendation for Agreement award is not binding on Commission until this Agreement is fully executed and approved by the Commission.

3.3 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.

4. 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.

5. Consultant's Representative. Consultant hereby designates David Lew 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.

6. 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 as follows: David Lew, Brooke Bannasch, Montserrat Martin, and Brian Calvert.

7. Standard of Care; Licenses; Evaluation.

7.1 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 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.

7.2 Consultant's performance will be evaluated by Commission. A copy of the evaluation will be sent to Consultant for comments. The evaluation together with the comments shall be retained as part of the Agreement record.

8. 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. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. 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 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 Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

9.1 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.

9.2 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.

9.3 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.

10. Delay in Performance.

10.1 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, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, 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.

10.3 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.

11. 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.

12. 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.

13. 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 to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 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.

14.2 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.

14.3 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.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 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 26 of this Agreement.

15. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term 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.

16. 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. 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.

17. Fees and Payment.

17.1 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 and incorporated herein by reference. The Total Compensation shall not exceed Eight Million, Seven Hundred Fifty-Nine Thousand, Four Hundred Five Dollars (\$8,759,405) without written approval of Commission's Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

17.2 Payment of Compensation. Consultant shall submit a monthly itemized 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. Charges specific to each Milestone listed in the Schedule of Services shall be listed separately on an attachment to each statement. Each statement shall be accompanied by a monthly progress report and spreadsheets showing hours expended for each task for each month and the total Project to date. Each statement shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the Consultant's Project Manager or other authorized officer.

17.3 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means

any work which is determined by the Commission to be necessary for 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 Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

17.4 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Representative.

18. Disputes.

18.1 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.

18.2 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.

18.3 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.

19. Termination; Suspension.

19.1 Commission reserves the right to terminate this Agreement for any or no reason upon written notice to Consultant setting forth the effective date of termination, with the reasons for termination stated in the notice.

19.2 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 work 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 this 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.

19.3 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.

19.4 Discontinuance of Services. 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.

19.5 Effect of Termination for Cause. 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 herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

19.6 Cumulative Remedies. 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.

19.7 Waivers. 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.

19.8 Consultant may not terminate this Agreement except for cause.

19.9 Suspension. In addition to the termination rights above, Commission may temporarily suspend this Agreement, at no additional cost to Commission, provided that Consultant is given written notice of temporary suspension. If Commission gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with a notice of termination.

20. Retention of Records/Audit. For the purpose of determining compliance with 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 this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor and the Commission shall have access to any books, records, and documents of Consultant that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

21. Audit Review Procedures.

21.1 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.

21.2 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 shall be submitted in writing.

21.3 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.

22. Subcontracting.

22.1 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.

22.2 Consultant shall perform the Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by Commission's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

22.3 Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by Commission.

22.4 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.

22.5 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).

22.6 Exhibit "B" may also 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". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

23. Equipment Purchase

23.1 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 Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

23.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization 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.

23.3 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 Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission.

23.4 All subcontracts in excess \$25,000 shall contain the above provisions.

24. Labor Code Requirements.

24.1 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 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 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.

24.2 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.

24.3 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.

24.4 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 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

25. Ownership of Materials/Confidentiality.

25.1 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.

25.2 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.

25.3 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.

25.4 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.

26. 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.

27. Insurance.

27.1 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.

27.2 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. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 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.

27.3 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 \$2,000,000 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 \$1,000,000 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.

27.4 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 and its directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

27.5 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 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 and 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 and 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 and 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 and 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:

27.6 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 expenses.

27.7 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.

27.8 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.

27.9 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 approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

27.10 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.

28. 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.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

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.

29. Prohibited Interests.

29.1 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.

29.2 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. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(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 hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

(e) Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this Agreement shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this Agreement.

29.3 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.

29.4 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.

29.5 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 contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

29.6 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.

30. 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.

31. Right to Employ Other Consultants. Commission reserves the right to employ other consultants in connection with the Project.

32. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

33. Disputes; Attorneys' Fees.

33.1 Prior to either party commencing any legal action under this Agreement, the Parties agree to try in good faith, to resolve any dispute amicably between them. If a dispute has not been resolved after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either Party may seek any other available remedy to resolve the dispute.

33.2. 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.

34. Time of Essence. Time is of the essence for each and every provision of this Agreement.

35. 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.

36. 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 92501-2110
Attn: David Lew

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.

37. 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.

38. Amendment or Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

39. 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.

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.

41. 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.

42. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

43. 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.

44. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

45. 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.

46. 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.

47. 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.

48. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

49. 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.

50. Electronically Transmitted Signatures; Electronic 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]

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

IN WITNESS WHEREOF, this Agreement was executed on the date first written above.

<p>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</p> <p>By: _____ Anne Mayer Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best & Krieger LLP General Counsel</p>	<p>HDR ENGINEERING INC.</p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p>ATTEST:</p> <p>By: _____</p> <p>Its: _____</p>
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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 SERVICES

[attached behind this page]

DRAFT

I-15 Franklin Street Interchange Project PS&E

SCOPE OF WORK

PROJECT DESCRIPTION

The Interstate 15 (I-15) Franklin Street Interchange improvements (Project) includes a new interchange over the I-15 mainline providing a four-lane overcrossing, approximately 0.22 miles north of the existing Franklin Street overcrossing. The existing Franklin Street overcrossing will be protected in place and kept in operation after construction of the project. Along the I-15, auxiliary lanes will be provided from Franklin to both the Railroad Canyon Road interchange and the Main Street interchange. Auto Center Drive will be realigned, widened, and extend to tie into new Franklin Street-Avenue 6 with a two-lane local roadway facility. The southbound entrance ramp at Main Street will be realigned to provide a standard merge-diverge distances. ADA compliant pedestrian and bicycle facilities will be installed on Franklin Street.

TASK 1 – PROJECT MANAGEMENT/COORDINATION/ADMINISTRATION

1-1 Coordination/Administration

This task covers project management services including the requirements for Site Visits, Document Control, Invoices, Subconsultant coordination, and administration of CONSULTANT's work for a 28-month period. CONSULTANT shall direct & coordinate the work of its staff and subconsultants throughout the course of the Project. CONSULTANT shall serve as the primary contact for the consultant team in communication with RCTC, Caltrans, the City of Lake Elsinore (City), and other agencies.

1-1.1 Meetings

During the course of the contract, the CONSULTANT shall prepare for, and attend the following meetings:

- Monthly Project Development Team (PDT)
- Monthly Trend Meetings
- Follow-up Technical Workshops, as needed.
- RCTC Commission meetings and Informational public outreach meetings, as needed.
- Agency Coordination meetings

CONSULTANT will prepare notices, agendas, handouts, minutes, and progress plans.

Deliverables:

- ***Meeting Agendas and Minutes***

Assumptions:

- *All meetings will be held virtually except for RCTC commission meetings and public outreach meetings.*

1.1-2 Schedules

CONSULTANT shall submit an initial Project Master Schedule. Following approval by Commission, this schedule will become the Project Target Schedule. Project schedule will be updated after each PDT. The following elements will be included by CONSULTANT in the Schedule:

- Agency Review time
- Order of Sequence of significant work
- Major Milestones
- Critical Path Tasks

Deliverables:

- ***Baseline Schedule***

1-1.3 Project Control and Administration

Along with an invoice at the end of each month, CONSULTANT shall report the progress of the work with a narrative of the monthly Progress Report which shall describe the overall progress of the work, discuss significant project issues and present proposed corrective action and show the status of major changes.

CONSULTANT shall implement uniform document control policies necessary to retain all records and electronically stored information associated with the work.

Deliverables:

- ***Monthly Progress Reports and Invoices***

1-1.4 Quality Management Plan

CONSULTANT shall prepare a Quality Management Plan (QMP) and implement and maintain a Quality Assurance/Quality Control process throughout the services under this Agreement. The QMP will establish Quality Assurance and Quality Control processes and procedures; describe how the quality of the work products will be managed to minimize or eliminate errors and omissions; confirm that design reports, studies, plans, specifications, quantities, estimates and other design documents are complete, accurate, consistent, checked, and reviewed.

Deliverables:

- ***Quality Management Plan***

1-2 Project Management Plan

CONSULTANT shall prepare a PMP for all project team members to use throughout the project. The PMP will include the project schedule, key milestone dates, project organization chart, financial targets, communication protocols, and quality control procedures. The PMP will also include the design criteria to be used for the project, along with the required standards of practice.

Deliverables:

- ***Project Management Plan***

1-3 Public Outreach

CONSULTANT will work with the City and Commission to help develop and conduct a public outreach program during the design phase. The outreach program will share with the public the

general scope of the project, anticipated and real construction impacts, mitigation measures and traffic management plans, and project schedule. This outreach program will also solicit meaningful and informed feedback from the community. CONSULTANT shall assist the commission in the following:

- Designing one (1) public outreach plan.
 - One community analytics report
 - One outreach schedule
 - One draft public outreach plan
 - One final public outreach plan

- Hosting one (1) public meeting, open house format.
 - Open house promotion – virtual outreach
 - Open house promotion – in-person outreach
 - Secure public meeting/open house venue

- Design and production of bilingual outreach materials and surveys.
 - Open house invitation flyer
 - Informational flyer
 - Door hangers
 - Digital engagement content (social media posts, website copy, and advertisements)
 - One open house/public meeting PowerPoint presentation

- Designing and deploying an educational social media campaign.
 - Geo-targeting
 - Content translation (Spanish)
 - One Social media schedule

- Community-Based Organization Partnership/Community Stakeholder Engagement
 - Establishment of a community-based organization equity advisory board
 - Community events participation to educate the community and collect feedback
 - Cultural competence review of outreach materials
 - Dissemination of outreach materials and surveys through CBOs’ social media and email lists.

- Producing one public outreach summary.

Deliverables:

- ***Public Outreach Plan***
- ***Outreach materials (bilingual)***
- ***Digital engagement content for Open House***
- ***Public Outreach Summary***

Assumptions:

- ***Public Outreach task is conducted during the Design Phase where RCTC will lead the effort and Consultant shall provide support.***

- *Public Relations can be provided during the construction phase as additional work and will be coordinated with RCTC on the scope and fee, if required.*
- *Project update to the commission will be made by RCTC staff.*
- *The public meeting/open house venue will be provided by the City of Lake Elsinore.*
- *Consultant will provide the digital content to RCTC. RCTC will coordinate internally to upload onto their website.*
- *1 round of reviews assumed for the outreach plan and outreach materials.*
- *Spanish interpretation and translation included. Other languages would require small fee adjustments.*

DRAFT

TASK 2 – 30% PS&E

2-1 Data Collection

CONSULTANT will collect existing topographic maps, as-built drawings, reports, and other available materials. CONSULTANT will request data from Caltrans, Commission, City, and other agencies, as appropriate.

2-2 Encroachment Permit Application

CONSULTANT will prepare and submit permit applications for surveying, geotechnical investigations, construction, and environmental clearances.

Deliverables:

- **Encroachment Permit (rider)**

Assumptions:

- *A Parent Permit will be provided by the Commission. CONSULTANT shall apply for a rider or double permit.*

2-3 Design Surveys & Mapping

Horizontal and vertical project control will be established for the project area by the CONSULTANT. New survey controls to support the project will be established outside of anticipated construction area, where possible.

CONSULTANT will perform Aerial photogrammetric mapping for the project limits defined above in accordance with the Caltrans A-B-C process. Horizontal and vertical aerial control panels will be set to meet aerial triangulation requirements and tied into the project control established for the project. A digital topographic map at a scale of 1" = 50' with a 1-foot contour interval will be compiled over the project limits. The planimetric features will be digitized to Caltrans mapping specifications and formatted to meet Caltrans standards. Color digital orthophotography at a scale of 1" = 50' with a pixel ground resolution of 0.25 foot (200 pixels per inch) will also be provided. The digital orthophotos will be georeferenced to the project horizontal datum.

CONSULTANT will perform Pavement Surveys utilizing mobile LiDAR and conventional topographic survey methods to capture the edge of traveled way, edge of shoulder, pavement cross fall and other topographic features within the pavement areas for the northbound and southbound directions of the I-15 within the project limits. The LiDAR will be captured in accordance with the Caltrans Surveys Manual. The LiDAR and topographic data will be downloaded, processed, and tied to the horizontal and vertical control established for this project. The topographic data will be plotted in CAD and a digital terrain model (DTM) created for the existing ground surface.

CONSULTANT will perform Ground Topographic Surveys utilizing conventional ground survey methods to supplement the aerial mapping and collect detailed topographic data at conform areas and within the areas of proposed improvements. The topographic data will be

downloaded, processed, and tied to the horizontal and vertical control established for this project. The topographic data will be plotted in CAD, incorporated with the aerial mapping and a digital terrain model (DTM) created for the existing ground surface, if applicable.

CONSULTANT will perform Utility Pothole Surveys utilizing conventional ground survey to collect up to 30 utility potholes within the project limits. The utility potholes and geotechnical bore holes will be collected upon completion of the underground utility and geotechnical investigations.

TASK 2-3A – GEOTECHNICAL BORE HOLE LOCATIONS

CONSULTANT will perform Geotechnical Bore Hole Surveys utilizing conventional ground survey methods to collect up to 30 geotechnical bore holes within the project limits. The geotechnical bore holes will be collected upon completion of the underground utility and geotechnical investigations.

Deliverables:

- ***Topographic Mapping in MicroStation 3D DGN format***
- ***Mobile LiDAR ABC Submittal***
- ***Utility Pothole Data in CSV format***
- ***Geotechnical Bore Hole data in CSV format***
- ***Field Notes in PDF format***
- ***ASCII Point Files***

Assumptions:

- *The survey data will be tied to the Caltrans District 8 provided North American Datum of 1983 (NAD83), California Coordinate System Zone 6 and the North American Vertical Datum of 1988 (NAVD88) for the Interstate 15 corridor.*
- *An encroachment permit will be required to perform the field surveys. The Client will provide a parent permit and/or the full permit to complete the field surveys.*
- *Access to private property, if required, will be provided to the survey team during normal business hours (7a to 4p, Monday through Friday)*
- *All deliverables will be in accordance with the Caltrans CAD and Survey standards.*
- *Two (2) mobilizations for geotechnical bore holes have been included.*
- *Two (2) mobilizations for utility potholes have been included.*
- *The geotechnical boring field activities will occur under the original NEPA/CEQA clearance document and only a CE/CE checklist will be needed.*

2-4 Geometric Workshops

CONSULTANT will conduct a workshop with Commission and Caltrans District 8 staff, the geometric reviewer, and City staff to present and obtain consensus on the geometrics for proposed project design.

CONSULTANT will identify and clarify non-standard features.

Assumptions:

- *Two (2) workshops*

2-5 Supplemental Design Standard Decision Documents

CONSULTANT will prepare Supplemental Design Standard Decision Documents for Boldface and Underlined Design Exceptions for non-standard design features.

2-6 Roadway Plans (Geometric Approval Drawings)

CONSULTANT will prepare 30 percent level typical sections, layouts, profiles, superelevation diagrams, and pavement delineation for the project. The 30% Roadway Plans will be substituted by the Geometric Approval Drawing (GAD) submittal and serve as the basis of geometric design for the project.

Deliverables:

- ***30% GAD's***

2-7 Rough Order of Magnitude (ROM) Cost Estimate

CONSULTANT will prepare a ROM construction cost estimate utilizing the 30 percent level geometric plans for the project. The 30% construction cost estimate will be prepared based on Caltrans Project Development Procedure Manual guidelines for Project Report Cost Estimates, using the latest Caltrans Contract Cost Data.

Deliverables:

- ***30% ROM Cost Estimate***

2-8 Utility Coordination

CONSULTANT will coordinate and work closely with Commission and its on-call utility coordination CONSULTANT, City, and utility companies to determine the need to relocate impacted lines, using Caltrans policy for high- and low-risk utilities. It is assumed the utility companies will perform relocation design for their own facilities. Any necessary utility relocation plans will not be part of the PS&E package developed by CONSULTANT.

CONSULTANT will perform potholing of existing high- and low-risk utilities that are within fifty (50) feet of the proposed improvements or cross the improvements and prepare and distribute utility base maps to affected utilities for confirmation and determination of any needs for relocations. CONSULTANT will provide exhibits to agencies to support the relocations as required

Deliverables:

- ***Utility base maps and plans***
- ***Utility conflict matrix***

Assumptions:

- *Thirty (30) potholes are assumed to be required. Preparation of potholes include traffic control and survey of pothole locations.*
- *No Longitudinal Exceptions are included in this scope of work. It is anticipated any conflicting utilities will be relocated outside of Caltrans Right-of-Way.*

2-9 Traffic Study/Revalidation

CONSULTANT will prepare a Traffic Study/Revalidation to support the environmental revalidation task for the project. CONSULTANT will perform a two-step approach: (1) verifying that traffic volumes have not changed significantly compared to the approved environmental document, and (2) updating the operations assessment to verify the operational characteristics of the proposed design.

Traffic Volumes Review

CONSULTANT will collect mainline I-15 traffic volumes at the I-15 Franklin overcrossing and collect roadway intersection counts at the Canyon Estates Drive/Franklin Road, Auto Center Drive/Franklin Road, and Avenue 6/Franklin Road intersections. All counts will be during the AM and PM peak periods (7-9 AM and 4-6 PM) and will include vehicle classification counts.

CONSULTANT will utilize these counts and the RIVCOM travel demand forecasting model to develop opening year and 20-year design volumes for the interchange (including the freeway mainline). CONSULTANT will review the model to verify it generally replicates existing traffic volumes in the study area consistent with travel demand validation guidelines and will work with City of Lake Elsinore staff to verify that the future land use projections reflect plan development in the area.

CONSULTANT will compare the volume data developed using the model and new traffic counts to the volume data presented in the PA&ED document. CONSULTANT will provide Caltrans a memorandum showing the volume comparison and derive conclusions as to whether the volumes are “generally consistent” with the volumes previously used for environmental clearance.

Operational Review

CONSULTANT will complete an operations assessment of the interchange using the Synchro/SimTraffic software using the volumes developed as part of the traffic volume review. CONSULTANT will evaluate the merge/diverge section of the freeway using HCM-consistent methodologies. The purpose of this effort will be to review one refined design plan and verify that the interchange will provide sufficient operational performance (e.g., Level of Service (LOS)) and that the turn pocket lengths reflect the most up-to-date traffic forecasts. CONSULTANT will summarize the results in a traffic operations report and submit to the project team and Caltrans for review.

Deliverables:

- ***Traffic Scoping Memorandum***
- ***Draft traffic operations report Addendum***
- ***Final traffic operations report Addendum***

Assumptions:

- *A full re-environmental traffic analysis is assumed to not be required.*
- *The scope of work does not include LOS analysis for any other scenario other than mentioned in scope of work above.*

- *The scope of work does not include developing trip generation rates for land uses not defined in the ITE Trip Generation Manual.*
- *Significant changes in the geometry developed as part of the project proposal, after the start of work will be considered outside of the scope of work. The scope of work does not include preparing any parking analysis.*
- *VMT analysis based on SB743 methodology is assumed to not be required.*

2-10 Draft Geotechnical Reports

Preliminary Foundation Reports

CONSULTANT will prepare a Preliminary Foundation Reports (PFR) for Franklin Street OC to provide preliminary geotechnical information to assist structural designers in the Type Selection process. These PFRs will be prepared using the available subsurface data and the format will be in accordance with the current Caltrans Guidelines.

Geotechnical Investigation

CONSULTANT will perform a Geotechnical Investigation. Caltrans is enforcing the AASHTO recommendations of a soil boring at each bridge support locations where substructure width is less than 100 feet; minimum of two borings are required per location where substructure width is greater than 100 feet. For retaining walls, a soil boring is required every 100 to 200 feet. CONSULTANTS geotechnical field investigations plan is presented in Table 1.

Table 1. Proposed Soil Boring Information

Design Element	Proposed Number of Borings	Approximate Proposed Depth (feet)
Franklin Street OC	2	80
	1	120
RW 10	2	30
RW 15	2	50
RW/SW 17	1	40
RW 30	2	50
RW/SW 65	3	50
SW 20	1	30
Overhead Signs	18	40
Roadway Improvements	1	40
	5	30
	1	20
	9	5-10

CONSULTANT will prepare a boring location plan and this plan will be used to secure encroachment permits from Caltrans and City of Lake Elsinore. Any other permits, if required,

will be secured by others. CONSULTANT will conduct subsurface investigation and evaluate the results in accordance with Caltrans testing criteria.

Deliverables

- ***Draft Preliminary Foundation Report***
- ***Geotechnical Exploration Plan***

Assumptions:

- *Caltrans Standard Traffic Control Plans will be used during field exploration. Preparation of separate traffic control plans will not be required.*
- *A PFR is not needed and will not be prepared for any retaining walls.*

2-10.2 Draft Hazardous Material Reports

Initial Site Assessment (ISA) Addendum

CONSULTANT will prepare the ISA Addendum which will serve to evaluate current environmental conditions (i.e., hazardous materials and petroleum products) within the project footprint with respect to the approved project ISA and support environmental revalidation, as necessary.

Utility Inspections

Transformers have historically contained polychlorinated biphenyls (PCBs). Inspections of utility pole-mounted transformers that will be relocated or removed as part of the project must be performed. Any identified leaking transformers or stained soil will be considered a potential PCB hazard, and the underlying soil must be sampled.

CONSULTANT will provide as-needed assistance to RCTC for coordination of field work and site access including boring location plans, insurance certificates, etc. CONSULTANT will mark exploration boring locations and notify Underground Service Alert (USA) to identify public utilities in the planned area.

Prior to start of the project, CONSULTANT will prepare comprehensive project-wide work plan(s) including a health and safety plan (HASp) for the Project. The work plans will include a Site Investigation Work plan and a Hazardous Materials Survey Work Plan. The work plans will be submitted to and approved by Caltrans prior to start of the field work.

Deliverables:

- ***Site Investigation Work Plan***
- ***Hazardous Materials Survey Work Plan***
- ***ISA Addendum Report.***

Assumptions:

- *Caltrans Standard Traffic Control Plans will be used during field exploration. Preparation of separate traffic control plans will not be required.*

2-11 Bridge Type Selection, Meeting, and Approval

CONSULTANT will prepare the Structure Type Selection documents for the Bridge and nonstandard retaining walls with the most current Caltrans guidelines. CONSULTANT will also develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified in the Type Selection process and coordinated with the project geometry.

CONSULTANT will submit Type Selection documents to Caltrans District 8 for submittal to the Caltrans Office of Special Funded Projects (OSFP) for review and approval. CONSULTANT will also attend a Type Selection review meeting at Caltrans Headquarters in Sacramento to finalize structure type, foundations, seismic design, aesthetics, and traffic handling plans.

Deliverables

- ***Bridge Site Data***
- ***Type Selection Report***

Assumptions:

- ***One two-span Bridge Structure for the I-15 Franklin Street Overcrossing (OC) Bridge***

2-12 Land Net Mapping

CONSULTANT will perform Cadastral and Title Research. Cadastral research will be performed within Caltrans District 8, the county of Riverside, City of Lake Elsinore, and other applicable entities for existing and/or available cadastral records in support of the parcels affected by the proposed improvements.

CONSULTANT will perform Land Net Surveys and Mapping: Cadastral research will be performed within Caltrans District 8, the county of Riverside, and other applicable entities for existing centerline and right-of-way files and/or available cadastral records in support of the centerline and right-of-way of Interstate 15, Franklin Street, Camino Del Norte, and other adjacent and intersecting rights-of-way within the project limits.

CONSULTANT will request from Caltrans District 8 Surveys, any available centerline and/or alignment files that have previously been developed and approved. Field surveys will be performed to locate centerline and right of monuments to confirm centerline and/or alignments received from Caltrans, calculate any other centerlines, and calculate the rights-of-way affected by the proposed project.

The land net map will include centerlines, rights-of-way of the adjacent streets, and lots and easements taken from the tract and parcel map information and preliminary title reports, as well as underlying cadastral and ownership information as recorded with the Riverside County assessor's offices.

CONSULTANT shall prepare a Land Net Map to include the street centerlines and rights of way, existing Caltrans right of way, proposed Caltrans and street rights of way, full and partial fee takes and proposed temporary construction easements within the project area. The map will also include found monuments and record cadastral information used to establish property boundaries and any pertinent information necessary to prepare final acquisition documents.

Deliverables:

- ***Land Net Mapping in Microstation 3D dgn format***
- ***Field Notes in PDF format***
- ***ASCII Point Files***

Assumptions:

- ***Both permanent acquisitions, permanent easements and temporary construction easements are anticipated to be required.***

- *Twenty-five (25) parcels were anticipated and is the basis for the right of way engineering activities herein.*
- *A record of survey supporting the right of way acquisition will be required in accordance with the California Professional Land Surveyors' Act Section 8762. This record of survey will be prepared and filed with the Riverside County Surveyor's Office.*

2-13 Quality Assurance/Quality Control QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

DRAFT

TASK 3 – 60% PS&E

3-1 Roadway Plans

CONSULTANT will incorporate reviewing agency comments from the 30% submittal into the roadway plans. Where it is not possible or desirable to incorporate certain comments, CONSULTANT will provide an explanation. CONSULTANT will also develop a 60% construction cost estimate.

Deliverables:

- **60% Plans**

3.1.1 Lighting, Ramp Metering, Signals, and Communication Systems Plans

CONSULTANT will collect record drawings for electrical systems from Caltrans, City of Lake Elsinore, and Riverside County, including Traffic Signals, Street Lighting, Highway Lighting, Interconnect, Ramp Metering, and Caltrans Fiber Optic Communications. CONSULTANT will perform a field visit to confirm (where possible) the data described in the record drawings and collect information that will be needed to perform the design.

CONSULTANT will prepare 60% plans, quantity sheets and project specific details for Highway lighting, ramp metering, traffic signals, communication systems, the changeable message sign (CMS) located within State Highway right of way, in compliance with Caltrans and City standards.

Deliverables:

- **60% Lighting Plans and Details**
- **60% Ramp Metering Plans and Details**
- **60% Traffic Signal Plans and Details**
 - **60% Traffic Monitoring System**
 - **CCTV and Communication System**
 - **Changeable Message Sign System**
 - **Electrical Services (Irrigation) System**

Assumptions:

- *It is assumed no traffic monitoring (TMS) features exist for the project, but CONSULTANT will coordinate with Caltrans to confirm that ramp meter and electrical designs will not preclude future I-15 traffic monitoring features within the project limits, if/where applicable*

3-1.2 Planting and Irrigation Plans

CONSULTANT will prepare Planting and Irrigation Plans per Caltrans Plans Preparation Manual and the latest Construction Contract Standards.

Planting Plans

Planting plans will provide an integrated palette of material in accordance with City / County landscape guidelines, Caltrans and FHWA guidelines, in addition to a seamless palette as that of Railroad Canyon and Main Street.

Irrigation Plans

The Irrigation plans will indicate new points of connection based upon Caltrans / City / County water department / district requirements, backflow prevention, pressure regulation (as necessary), and equipment size and type in the irrigation legend. This task includes one site visit with Agency maintenance representatives to determine the placement and preferred type of proposed equipment. CONSULTANT anticipates providing the following information in accordance with the State Water Ordinance (MWELO) and / or the City of Lake Elsinore adopted ordinance:

- Prepare water usage calculations (MAWA and ETWU) based on the water ordinance.
- Provide water efficient landscape worksheet and hydrozone table for each remote control valve per ordinance (water use category, area served in s.f., controller number, valve size and flow).
- Obtain horticultural soils report (Agronomic data) based on soil samples obtained from site by CONSULTANT. Report to be provided by Soil and Plant Laboratory in Orange, CA. or equal.
- Provide irrigation run time schedule per ordinance based on soil type.
- Rain and wind sensors will be added per ordinance.
- Statement note will be added regarding ordinance.
- Add WUCOLS water use classifications for all plant material.
- WELCP – Water Efficient Landscape Calculation Plan (per Caltrans)

If it is determined that the cost for highway planting and irrigation will exceed \$200,000, a separate highway planting contract for construction will be required. The contract documents will include all that is needed for a standalone PS&E for Commission to bid the highway planting as a separate contract.

Deliverables:

- ***60% Highway Planting and Irrigation Plans, Details, and Quantity sheets***

Assumptions

- ***This task does not include Erosion Control measures at this time based on the desire to plant and irrigate the entire project area.***

3-2 Drainage Report and Storm Water Data Report

3-2.1 Draft Drainage Report

CONSULTANT will update the drainage report to address the existing drainage condition and the proposed mitigation and design. This report shall consider both onsite and offsite systems.

Deliverables:

- ***Draft Drainage Report***

Assumptions

- *Detention basins and storage features will be designed to reduce peak discharge from the site during the 100 Year 24-hour storm event to pre-project conditions. Detention basins will be designed to allow for treatment of stormwater for the water quality event based on current Caltrans guidelines.*
- *Offsite flow volumes conveyed into Caltrans Right of Way will be provided by others. No offsite hydrology will be performed.*
- *All culvert crossings and drainage features will be able to utilize standard plans and details (no structural analysis or design required).*

3-2.2 Draft Storm Water Data Report

CONSULTANT will prepare a Draft Storm Water Data Report to address storm water quality (NPDES & Caltrans) requirements.

Deliverables:

- ***Draft Storm Water Data Report***

3-3 Landscaping and Aesthetics

3-3.1 Conceptual Landscape Plan

CONSULTANT will develop a conceptual landscape plan for areas between ramps and the freeway as well as entry and exit points on local roads. This plan will designate the location of proposed “low maintenance” trees, shrub areas, ground cover and inert materials (such as wood mulch, rock blanket, etc.). A proposed plant palette will also be provided for review and approval by the City and Caltrans. Preliminary points of connection for permanent irrigation and controller locations will be shown. Upon approval of this plan, CONSULTANT will move forward with final planting and irrigation plans. The final conceptual plan will be prepared in color with images of the proposed plant materials. This task includes one set of revisions to the conceptual plan to obtain approval prior to moving forward with the final design plans.

3-3.2 Structures Aesthetic Concepts

CONSULTANT will prepare aesthetic treatment concept plans for retaining walls, abutments and bridge side treatment. CONSULTANT will prepare two conceptual sketches for each of the structure aesthetic elements, which may include the following: soundwalls, barrier recess (inset) enhancements, fencing, pilasters at overcrossing corners, and abutment walls. Proposed aesthetics will blend with the City's existing features such as branding and transportation art and will represent the City's Community identity.

Deliverables:

- ***Two (2) aesthetic concept sketches for the bridge and retaining walls***
- ***Landscape concept plan***

3-4 Utility Plans and Coordination

- CONSULTANT will identify utilities in the project area and obtain as-built plans or inventory maps from the utility owners for their existing facilities. This will involve preparing and mailing preliminary and follow-up letters requesting current information on any existing

facilities. This information, along with performing site verifications and working with design, will be used to identify locations of utilities. Below is a list of utility owners identified being within the project area that notices will be sent to: City of Lake Elsinore;

- Eastern Municipal Water District
- Elsinore Valley Municipal Water District
- Frontier
- Southern California Edison – Distribution & Transmission
- Southern California Gas – Distribution
- Spectrum

3-5 Retaining Wall Plans

CONSULTANT will prepare retaining wall layout plans, profiles and structural details, if necessary, for the walls specified in the project.

CONSULTANT will prepare draft technical special provisions for the retaining walls and soundwalls (if needed).

Deliverables:

- ***Retaining Wall Plans, Details, and Quantities***
- ***Structures aesthetic concept***

Assumptions:

- *Retaining Wall (RW 10; max. H = 6 feet) Approximately 440 feet long Caltrans Type 5*
- *Retaining Wall (RW 15; max. H = 36 feet) Approximately 240 feet long Caltrans Type 1*
- *Retaining Wall (RW/SW 17; max. H = 18 feet) Approximately 230 feet long Caltrans Type 5SWB*
- *Retaining Wall (RW 30; max. H = 24 feet) Approximately 410 feet long Caltrans Type 1*
- *Retaining Wall (RW/SW 65; max. H = 24 feet); Approximately 620 feet long Caltrans Type 1SWB*
- *Sound Wall (SW 20); Approximately 500 feet long Caltrans Standard*

3-6 Bridge Plans (Unchecked)

CONSULTANT will prepare layout plans, structural details, and draft technical provisions for the bridge. Bridge design will be in accordance with Caltrans Seismic Design Criteria, Bridge Design Specifications, Memos to Designers and Bridge Design Details Manual. Details and construction specifications will be prepared in accordance with Caltrans Standard Plans, Standard Specifications, and Standard Special Provisions. CONSULTANT will update the bridge General Plan estimate to verify its ongoing validity.

Deliverables:

- ***Unchecked structure plans***
- ***Structures aesthetic concept***
- ***Draft Structures Special Provisions***
- ***Updated Structures Cost Estimate***

3-7 Transportation Management Plan (TMP)

CONSULTANT will prepare a TMP that includes elements for traffic handling during construction. The TMP will be coordinated with the impacted cities, Caltrans, and other stakeholders. The TMP will include Stage Construction and Detour Plans.

Deliverables:

- ***Transportation Management Plan***
- ***Stage construction and traffic handling***
- ***Detour layouts***
- ***Construction area signs***

3-8 Draft Geotechnical and Hazardous Material Reports

CONSULTANT will incorporate reviewing agency comments from the 30% submittal and update the geotechnical reports. Where it is not possible or desirable to incorporate certain comments, CONSULTANT will provide an explanation.

Geotechnical Reports

Results obtained from the field investigation and laboratory testing will be used to characterize subsurface soils and conditions and create idealized soil profiles for design purpose. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendations of an ARS curve for the bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for bridge, retaining walls, and overhead signs.
- Assessment of global slope stability and settlement of embankments.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

CONSULTANT will prepare the reports listed in Table 2 for the 60% PS&E submittal.

Table 2. Design Reports

Design Element	Review Agency	Deliverables
Franklin Street OC	Caltrans	Foundation Report (FR)
RW/SW 17 and RW/SW 65	Caltrans	Foundation Report (FR)
Standard Retaining Walls, Sound Wall, Overhead Signs, Roadway Cuts/Embankments, and Infiltration Test Results	Caltrans	Geotechnical Design Report (GDR)
Pavement Structural Sections	Caltrans	Materials Report (MR)

Hazardous Material Reports

CONSULTANT will test the unpaved areas of the project footprint for aerially deposited lead (ADL) contamination. It is assumed borings will be required by Caltrans for impacted areas along the I-15 mainline, the existing ramps, and public ROW.

Samples will be analyzed for lead using the Environmental Protection Agency (EPA) Method 6010B and pH. Samples will also be analyzed via the California Waste Extraction Test (CA-WET) and Federal Toxicity Characteristic Leaching Procedure (TCLP), as necessary.

CONSULTANT will prepare a detailed ADL report summarizing the findings of the field investigation. The report will contain a description of the field activities and summary of the laboratory results, conclusions and recommendations, tables, and figures as necessary. The soil will be classified in accordance with hazardous waste criteria and Caltrans soil classifications.

CONSULTANT will perform statistical analysis of the ADL results using the 95% upper confidence limit (UCL) on the mean by using the EPA Pro-UCL computer program.

CONSULTANT will prepare a detailed SI report summarizing the findings of the field investigation. The report will contain a description of the field activities and summary of the laboratory results, conclusions and recommendations, tables, and figures as necessary. The soil will be classified in accordance with hazardous waste criteria and Caltrans soil classifications.

Asbestos-containing materials (ACM), lead-based paint (LBP), and other hazardous materials may be present on the Storms Sports electronic billboard along southbound I-15 where the new interchange is planned. Because the structures will be removed, an ACM, LBP, and Universal Waste Rule materials investigation must be performed to properly manage and dispose of the demolition debris.

CONSULTANT will utilize our California Division of Occupational Safety and Health Administration (Cal-OSHA) Certified Asbestos Consultant (CAC) or Certified Site Surveillance Technician (CSST) to conduct a site reconnaissance to identify the locations of potential ACMs and our California Department of Public Health (CDPH) certified inspector/assessor to conduct a site reconnaissance to identify the locations of potential LBP and collect samples. CONSULTANT will prepare an ACM, LBP, and Universal Waste Rule investigation report summarizing our findings.

Deliverables

- **Draft Geotechnical Design Report**
- **Draft Materials Report**
- **Draft Preliminary Foundation Report and Foundation Report**
- **Life Cycle Cost Analysis**
- **ADL report**
- **Asbestos Containing Materials Survey**
- **Phase II**

Assumptions:

- *Traffic window for drilling within Caltrans right-of-way is 10PM to 5AM every day of the week, and traffic window for drilling within City of Lake Elsinore right-of-way is 8AM to 5PM.*
- *No permit fees are assumed.*
- *Well permits are not required for Geotechnical borings or infiltration testing.*
- *Commission will be responsible for direct payment of all permit fees.*
- *Based upon the standard Caltrans sampling frequency of 300 feet on each side of every roadway, it is assumed that no more than 35 borings will be required for the investigation.*
- *Laboratory analysis will be conducted using standard turnaround times.*
- *No concrete/asphalt coring or patching will be required.*
- *If significant additional sampling depth intervals or locations are required, additional laboratory costs may be incurred that are not included.*
- *Striping will be managed using Caltrans Standard Special Provisions and does not require sampling.*

3-9 Environmental Re-Validation and Permitting

3-9.1 Environmental Re-Validation

Approach Memorandum

CONSULTANT will prepare an Approach Memorandum outlining each resource area addressed in the adopted CEQA/NEPA document and the work that will be performed related to that resource area based on the finalized project layout, or conversely the reason why no additional effort is required. No detailed discussion or analyses are assumed to be included in this document. This Memorandum will just be used to obtain concurrence from the California Department of Transportation (Caltrans) on the analyses to be performed.

Deliverables:

- **Draft and Final Approach Memorandum**

Biological Resources

CONSULTANT will conduct an updated literature search, perform a field review, and prepare a biological resources assessment and impact analysis for inclusion within the Environmental Re-Validation.

A literature review will be conducted to identify any new special-status species known or

reported from the project area, and/or any new species that is listed on the updated species lists. The literature review will include:

- Updated special status species list from the U.S. Fish and Wildlife Service (USFWS).
- Database searches of current versions of the California Natural Diversity Database (CNDDDB) and the Online Inventory of Rare and Endangered Plants of the California Native Plant Society (CNPS).
- Existing documentation of biological resources within the study area including past Natural Environment Studies for the project; and
- The Western Riverside County Multi Species Habitat Conservation Plan (MSHCP).

Fairy Shrimp Surveys - As San Diego fairy shrimp (*Branchinecta sandiegonensis*) have been documented in the vicinity of the project (USFWS data). CONSULTANT will conduct protocol surveys for listed large branchiopods (fairy shrimp). The protocol for fairy shrimp surveys consists of a wet season survey and a dry season survey (USFWS 2017). Each will be sampled until it dries or a minimum of 120 consecutive days of inundation has occurred (based on the life cycle of *Streptocephalus woottoni*). If live fairy shrimp are observed in a basin, they will be identified to species level. Note that the USFWS may determine wet season results as unreliable if moderate to extreme drought conditions persist through the wet season.

A dry season survey includes collection of soil samples from suitable habitat, processing of soil to collect fairy shrimp cysts (resting 'eggs'), and analysis samples to inspect presence of fairy shrimp cysts. Soil samples will be collected in the summer of 2024 and require one site visit in summer or early fall (typically within June to September). The project area will be evaluated with a field reconnaissance survey covering all portions of the revised design portions of the project layout, relevant to potential biological resources. The revised design area and buffer will be evaluated regarding the presence, absence, or likelihood of occurrence of any special-status species, habitats, or sensitive biological resources for which impacts may change as a result of the updated design. Results of the literature review and field reconnaissance will be summarized in the Environmental Re-Validation.

Assumptions:

- *No sensitive resources will be present and that no Western Riverside County Multiple Species Habitat Conservation Plan analysis, documentation, coordination, or compliance related activities will be needed.*
- *Biological technical analysis included in the Environmental Re-Validation (no separate document or submittals related to biological documentation are assumed or included)*
- *No separate biological resources document will be required.*
- *Up to three basins or road ruts (seasonally inundated basins) and up to twenty site visits will be required.*

Jurisdictional Resources

A field verification of the previous jurisdictional delineation will be conducted to confirm the location, extent and type of jurisdiction resources within the project study area and to confirm conformance with current resource agency standard delineation methods. During the field visit, where needed, CONSULTANT will capture updated resource data, utilizing routine on-site methods. For the verification, CONSULTANT will confirm that all procedures and practices utilized are consistent with the following publications and agency guidance documents: United

States Army Corps of Engineers (USACE) Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); as well as other current guidance and standard practices from each agency.

Due to the potential for wetlands within the study area, CONSULTANT will mark the corner boundaries of each parcel within the study area the first day of fieldwork and will notify DigAlert to enable the utility operators to either mark their infrastructure onsite or confirm that no infrastructure is present (pursuant to State and federal health and safety laws). After completing the required DigAlert notification, CONSULTANT will perform needed subsurface sampling required to verify or update the wetland data forms.

The field survey results will be compiled and presented in a Jurisdictional Delineation Verification Memo that will confirm the findings of the previous jurisdictional delineation report and/or update the type and quantity of aquatic resources as they pertain to each agency.

Deliverables:

- ***Draft and Final Jurisdictional Delineation Verification Memorandum***
- ***Draft and Final Wet Season Fairy Shrimp Sampling Letter Report (incorporate as attachment to Environmental Re-Validation)***
- ***Draft and Final Dry Season Fairy Shrimp Sampling Letter Report (incorporate as attachment to Environmental Re-Validation)***

Cultural Resources

CONSULTANT will obtain an updated records search from the Eastern Information Center, part of the California Historical Resources Information System to confirm no new resources have been identified within one mile of the project area of potential effects (APE) since the original cultural documentation was prepared for the project. It is expected some revisions to the existing Area of Potential Effects (APE) map will be needed to accommodate additional overhead sign foundations. It is assumed that no other work would be proposed outside of the already approved APE. The map shall provide the survey boundaries for cultural resources to be evaluated during project studies. CONSULTANT will also contact the Native American Heritage Commission and request a review of its Sacred Lands File to confirm if any new resources have been identified since the original cultural documentation was prepared. It is assumed that updated Native American consultation will not be required.

Following completion of the record search/review, CONSULTANT shall conduct a field survey of the updated APE areas for archaeological resources. We anticipate that a supplemental Archaeological Survey Report (Finding of No Archaeological Resources Present) will be prepared to address these areas that are added to the APE and no additional documentation will be required.

It is assumed that no letters requesting information on historic properties will need to be sent related to the project.

Following completion and approval of the updated APE and supplemental ASR preparation, CONSULTANT will prepare a supplemental HPSR in accordance with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the proposed project shall

result in a supplemental HPSR with a finding that no properties eligible for listing on the NRHP or CRHR are present within the project's APE.

Deliverables:

- ***Draft and Final Supplemental Historic Property Survey Report/Supplemental Archaeological Survey Report***

Assumptions:

- *RCTC will be responsible for obtaining access for conducting the surveys.*
- *No archaeological sites will be identified in the APE and that no testing and/or evaluation will be required.*

Supplemental Noise Study Report

A Noise Study Report (NSR) was already prepared and approved for the I-15/Franklin Street Interchange project. It is also understood that some design changes associated with the frontage road to the northwest of the interchange will be necessary to accommodate a new development which has occurred since the CEQA/NEPA document was adopted. As such, it is assumed that a supplemental noise analysis focusing on the relocated frontage road would be required in order to identify the need for abatement at noise sensitive receptors in proximity to the relocated frontage road. Accordingly, a supplemental Noise Study Report (SNSR) will be prepared consistent with the guidance included in Caltrans' Protocol and Caltrans' Technical Noise Supplement.

It is assumed the traffic information from the adopted CEQA/NEPA documentation is still valid for the updated opening and future years and that no change to the traffic information from the CEQA/NEPA documentation will result. It is assumed that the only noise sensitive receptor that will need to be addressed is the new housing development in the northwest quadrant of the interchange. CONSULTANT will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this project to confirm that the requirements are addressed. CONSULTANT will prepare a Noise Work Plan (if required) for Caltrans review and approval prior to initiating the noise work.

It should be noted that an acoustical analysis of the project was prepared analyzing the effect of the project on noise sensitive receptors present at the time of the Environmental Document (ED). CONSULTANT will not conduct measurements at any of the existing noise sensitive receptors which were analyzed in the ED where no changes to the project alignment have occurred.

CONSULTANT will prepare focused traffic noise model that addresses the frontage road design change, using the FHWA Traffic Noise Model (TNM) Version 2.5. Since it is assumed that the traffic from the adopted CEQA/NEPA document will be determined to be valid for the updated opening year and design year it is assumed that the noise analysis will just address the area of the revised frontage road where the new housing development is located. TNM will be used to model worst-hour traffic noise conditions at representative modeled receiver locations under existing conditions and design-year build and no build conditions with the proposed project.

If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement, as defined in the Protocol, will be evaluated and

presented for use by decision makers in considering noise abatement.

CONSULTANT will prepare a Supplemental (SNSR), focusing on the area analyzed (i.e., the frontage road relocation area), addressing the requirements of 23CFR772 in accordance with guidance in the Protocol and following the NSR format indicated in the Caltrans Annotated Noise Study Report Outline.

The SNSR will also review any noise barriers that were evaluated as part of the I-15/Franklin Interchange portion of the project in the adopted CEQA/NEPA document and will determine the updated noise barrier allowance associated with each noise barrier.

Deliverables:

- ***Draft and Final Noise Work Plan***
- ***Draft and Final focused Supplemental Noise Study Report***

Assumptions:

- *Up to two (2) noise barriers will need to be evaluated.*
- *No noise barriers previously determined to be not reasonable will be determined to be reasonable.*
- *No noise surveys for noise barriers evaluated in the previously approved NSR and/or NADR will need to be conducted.*
- *All analysis and documentation will be focused on the relocated local frontage road and new housing development in the northwest quadrant of the interchange. A new noise analysis evaluating the entire project is not assumed or included.*
- *The TNM model from the original project will be provided by RCTC to use as a basis for the focused noise model.*
- *No additional noise model validations will be prepared with the exception of any new measurement locations (up to three locations assumed).*

Supplemental Noise Abatement Decision Report

CONSULTANT will prepare a Supplemental Noise Abatement Decision Report (SNADR) analyzing the reasonable allowance for any barriers and respective barrier heights which meet the feasibility requirement and design goal discussed in the SNSR.

As part of the SNADR process, CONSULTANT will also work with RCTC, and Caltrans, to prepare noise barrier surveys and conduct the survey process to determine the viewpoints of benefitted receptors with respect to any walls (i.e., whether owners and residents support or oppose any recommended noise barriers) included as abatement as part of the project.

Deliverables:

- ***Draft and Final focused Supplemental Noise Abatement Decision Report***
- ***Mailing of Noise Barrier Surveys (assumes up to ten benefitted receptors will be sent noise barrier surveys for each barrier – up to two [2] noise barriers are assumed to require noise barrier surveys)***

Assumptions:

- *Up to two (2) noise barriers will be evaluated in the SNADR and that noise surveys will be conducted for up to two (2) noise barriers.*
- *Up to ten benefitted receptors will be mailed noise barrier surveys for each noise barrier and*

that surveys will be mailed twice for each barrier.

Air Quality

CONSULTANT will document in the Environmental Re-Validation that the original analyses and conclusions related to construction and operational emissions impacts are still valid. The evaluation will include review of the air quality study, traffic data, and current plans for

Assumptions:

- *No significant design changes have occurred since the previous environmental analysis (just the relocation of the frontage road) and that the relative magnitude of operational emissions between the build and no-build alternatives is the same as previously evaluated.*
- *Air quality evaluation included in the Environmental Re-Validation (no separate document or submittals related to air quality documentation are assumed or included).*
- *Air quality conformity determination is still valid and does not need to be updated.*
- *Traffic information from the adopted CEQA/NEPA documentation is still valid for the updated opening and future years and that no change to the traffic information from the CEQA/NEPA documentation will result. If traffic information changes, then additional air quality effort, would be required.*

Environmental Re-Validation

CONSULTANT will prepare a single NEPA/CEQA Environmental Re-Validation (ER) form based on the ER form that is available on the Caltrans Standard Environmental Reference (SER) at the time that the document is prepared. The ER will address any modifications to the project design that are included in the project design since the adoption of the CEQA/NEPA document for the project. The ER will also document that the I-15/Railroad Canyon Interchange has been constructed and the change in the opening and design years for the I-15/Franklin Street Interchange. The Re-Validation will document the following items. It will identify and document whether there are:

- Changes in project design (e.g., substantial scope change; a new alternative; change in project alignment)
- Changes in environmental setting (e.g., new development affecting traffic or air quality)
- Changes in environmental circumstances (e.g., a new law or regulation; change in the status of a listed species)
- Changes to environmental impacts of the project (e.g., a new type of impact, or a change in the magnitude of an existing impact)
- Changes to avoidance, minimization, and/or mitigation measures since the environmental document was approved.

Based on the results of the above analyses a determination will be provided on the NEPA/CEQA Re-Validation Form regarding the validity of the existing CEQA and NEPA documents and findings.

Deliverables

- ***Draft Environmental Re-Validation***

Assumptions:

- *No new mitigation, or elimination or reduction of mitigation commitments, will be identified*

or required, that no revisions to the CEQA/NEPA documentation itself will be required, and that no recirculation or public availability of the CEQA/NEPA documentation will be required.

- No areas containing sensitive environmental resources will be affected/impacted and no new laws or regulations will be identified since adoption of the environmental document that have to be addressed.*
- The CEQA/NEPA documentation is still valid in conjunction with the above listed analyses and that no further action is required related to environmental documentation.*
- No analysis related to phasing will be required since adopted CEQA/NEPA document discussed that the project would be phased.*
- The Traffic Re-Validation concludes that the traffic included for the opening year and design year in the adopted CEQA/NEPA document is valid for the updated opening year and design year that is now associated with the project.*
- No vehicles miles travelled (VMT) analysis will be required for the project and no further Senate Bill (SB) 743/VMT documentation will be required.*
- The purpose and need from the adopted CEQA/NEPA document will not be revisited or revised.*
- All modifications/improvements will be located within the limits of disturbance (LOD) (and Area of Potential Effect [APE]) from the adopted CEQA/NEPA documentation, with the exception of minor areas that may extend beyond these limits associated with the additional overhead signs required approaching the interchange.*
- Focused or protocol surveys are not anticipated or included. If focused surveys are identified during the biological field reconnaissance, then this will be communicated immediately and a scope and cost for this work will be provided prior to conducting this work.*
- RCTC will provide copies of all environmental technical studies, report, documents, approvals, etc. prepared to date for the project.*
- It is assumed that all rights of entry and access for field work shall be obtained and provided by RCTC, if required.*
- The project traffic study will contain traffic data for nearby roadway segments and I-15 in terms of AM/PM peak hour turn movements. Vehicle miles travelled cannot be used for traffic noise analysis.*

3-9.2 Environmental Permitting

Aquatic Resources Permitting

Aquatic Resource Impact Analysis

As part of the application preparation for the project, CONSULTANT will complete an impact analysis that quantifies the proposed project impacts, using the GIS files generated from the jurisdictional delineation and the updated project design. The analysis will include the impacts categorized by permanent and temporary, by jurisdiction (USACE, Regional Water Quality Control Board [RWQCB] and California Department of Fish and Wildlife [CDFW]), and by resource type.

USACE Clean Water Act (CWA) 404 Nationwide Permit Authorization Request

It is assumed that the project will be processed under the U.S. Army Corps of Engineers Nationwide Permit (NWP) Program. A written request for authorization (a PCN) under the NWP Program will be prepared for review and submitted to the USACE. Should the project exceed the limits of a NWP, an Individual Permit may be required from the Corps, which is

not included in this scope of work.

Deliverables:

- ***Draft PCN documentation for client and then USACE review***
- ***Final PCN documentation for client review and then USACE review and issuance of permit***

RWQCB Water Quality Order Application

An application for a Water Quality Order will be prepared and submitted to the RWQCB for review. The project is expected to require an alternatives analysis and to qualify as a Tier 2 project. Tier 2 projects include any projects that inherently cannot be located at an alternate location and require an analysis of on-site alternatives. The alternative analysis is assumed to consist of three alternatives: the proposed project, the no-project alternative and one additional on-site alternative.

Deliverables:

- ***Draft Water Quality Order application***
- ***Final Water Quality Order application and RWQCB issuance of permit***

CDFW Section 1602 Lake or Streambed Alteration Notification

CONSULTANT will prepare a Notification of Lake or Streambed Alteration for the project. The request will include a completed notification form; detailed project description; description of project impacts; CEQA documentation; and a brief description of the mitigation proposal.

A processing fee must be provided to CDFW with the notification; this fee is based on the cost of the project. CONSULTANT assumes that the client will provide the appropriate fee.

Deliverables:

- ***Draft and Final Notification of Streambed Alteration Agreement***

Restoration Plan

CONSULTANT will prepare a Restoration Plan that is expected to be required as a condition of the Section 404 Nationwide Permit Authorization from the USACE, the Section 401 Water Quality Certification from the RWQCB and Streambed Alteration Agreement from CDFW. The Restoration Plan is expected to address the restoration of temporary impact areas within the project site.

CONSULTANT will prepare the plan in accordance with USACE, RWQCB and CDFW guidelines and expectations and will include, at a minimum, methodology and design to re-contour the land; measures to alleviate soil compaction; native plant species to be used, container sizes, and seeding rates; planting schedules; description of irrigation methodology; measures to control exotic vegetation on-site; monitoring and reporting program; specific success criteria; and corrective actions to be taken if restoration activities do not meet the proposed success criteria, as appropriate.

Deliverables:

- ***Draft and Final Restoration Plan***

Compensatory Mitigation Strategy Plan

CONSULTANT will prepare a plan to summarize how the client intends to comply with compensatory mitigation requirements. CONSULTANT will work with the client to develop a mitigation strategy that will meet the project needs and that can be presented to the aquatic resource agencies for approval. CONSULTANT will evaluate the options regarding availability of appropriate mitigation, pricing, agency preference and efficiency of fulfilling the mitigation needs and provide recommendations to the project proponent and the associated agencies.

CONSULTANT to work with the client to identify agency approved mitigation banks or in-lieu fee programs to mitigate the permanent impacts on aquatic resources. The draft compensatory mitigation plan is required to include the following:

- A watershed profile for the project evaluation area for both the proposed dredged or fill project and the proposed compensatory mitigation project.
- An assessment of the overall condition of aquatic resources proposed to be impacted by the project and their likely stressors, using an assessment method approved by the permitting authority.
- A description of how the project impacts and compensatory mitigation would not cause a net loss of the overall abundance, diversity, and condition of aquatic resources, based on the watershed profile.

CONSULTANT will prepare the draft compensatory mitigation plan, addressing the items above, and submit it as part of the RWQCB application. A draft compensatory mitigation plan is required as part of a complete application. To inform the approach and recommendations in the draft compensatory mitigation plan, a California Rapid Assessment Method (CRAM) of the aquatic resources proposed to be impacted assessing the condition of those resources will be performed.

Deliverables

- ***Draft and Final Compensatory Mitigation Strategy Plan***

Regulatory Agency Coordination

Regulatory agency (USACE, RWQCB, and CDFW) coordination will commence immediately upon receipt of Notice to Proceed and will continue throughout the permit processing period. The primary objective of initiating agency coordination at the start of the project is to explain the proposed project and project schedule, receive agency buy-in of the permit approach, and identify specific agency staff assigned to the project in advance of submitting permit applications. CONSULTANT has found that early coordination with the agencies and identification of assigned agency staff prior to submitting applications has led to quicker agency review of submitted materials and faster response times.

Assumptions:

- *Coordination with the State Historic Preservation Office or tribal representatives for Section 106 of the National Historic Preservation Act is not included. Any cultural resources effort would be considered out of scope.*
- *Formal or informal consultation with the wildlife agencies will not be required to demonstrate compliance with federal Endangered Species Act (FESA) or California Endangered Species Act (CESA).*
- *The applicant (RCTC) will pay all required application and/or permit fees directly.*
- *No biological related fieldwork, surveys, documentation, consultation, or other effort will be required related to the permits.*
- *It is assumed that all rights of entry and access for field work shall be obtained and provided by RCTC, if required.*
- *No costs for compensatory mitigation and/or implementation of aquatic resource restoration or mitigation are included. Only the preparation of the Restoration Plan and Compensatory Mitigation Strategy Plan themselves are included.*
- *Lack of availability of adequate mitigation options for the project will not be the responsibility of the CONSULTANT.*
- *Mitigation options will be identified with a reasonable amount of effort. Mitigation for the Project, if required, will be identified, negotiated, secured, and purchased by RCTC.*
- *No mitigation land siting, negotiation, or acquisition is included.*
- *Compliance or effort associated with the implementation of any permit compliance requirements or measures are not included in this scope of work.*
- *The proposed project will not require a Section 408 authorization by the USACE.*
- *All permit fees will be paid directly by RCTC. No fees are included in this scope of work or associated cost estimate.*

3-10 Draft Right of Way Engineering

CONSULTANT will develop Right of Way documents for support in acquisition. Right-of-Way Engineering Services will be conducted per Caltrans latest Standards.

Cadastral and Title Research:

Once acquisitions are identified by the CONSULTANT, additional cadastral research will be performed, as needed. Preliminary title reports will be obtained to support the acquisitions. The information contained in the title reports will be plotted and included on the land net mapping. The title reports will be ordered per property owner.

Pre-Conditions Record of Survey:

The land net prepared for the existing conditions of I-15, Franklin Street and other critical rights of way will be documented on a record of survey and filed with the Riverside County Surveyor's Office. This record of survey will be prepared to document this establishment, the monuments found, the cadastral and title information obtained, and the areas of proposed acquisition. The record of survey will be prepared in accordance with the Professional Land Surveyors Act and County of Riverside requirements.

Right of Way Appraisal Mapping:

CONSULTANT will prepare appraisal maps in support of the acquisition of full or partial takes, easements, and temporary construction easements in accordance with Caltrans District 8 right of way standards. These appraisal maps will include the affected parcels, right of way establishment, cadastral\title information, and proposed acquisition areas.

Legal Descriptions and Plats:

CONSULTANT will prepare legal descriptions and plats to support the acquisition of any full or partial takes and easements. The Legal descriptions will be prepared in accordance with Caltrans District 8 right of way standards.

Parcel Files:

Throughout the course of the project and right of way engineering process, parcel files will be maintained by CONSULTANT to support the boundary research, boundary establishment, mapping and documents prepared for each affected parcel.

Deliverables:

- ***Updated Land Net Mapping in CAD format***
- ***Record of Survey in PDF format***
- ***Appraisal Mapping in CAD and PDF formats***
- ***Legal Descriptions\Plats in PDF format***
- ***Title Reports in PDF format***
- ***Parcel Files***

Assumptions:

- *50 legal descriptions and plats are included for various acquisition purposes.*
- *25 title reports have been assumed.*

3-11 Special Provisions and Estimates

3-11.1 Special Provisions

CONSULTANT will prepare unedited Special Provisions per the latest Caltrans guidelines.

3-11.2 Cost Estimates

CONSULTANT will prepare a 60% construction cost estimate using Caltrans standard BEES Items List and using the latest Caltrans Contract Cost Data.

Deliverables

- ***Draft Special Provisions***
- ***Draft Cost Estimate***

3-12 Draft Constructability Review

CONSULTANT will review the 60% PS&E package for contractor constructability and incorporate the requirements as needed.

3-14 Supplemental Project Report (SPR)

CONSULTANT will prepare a Supplemental Project Report to document the change in project conditions from when the original PA/ED for the interchange was completed. The Supplemental Project Report will extend the project limits to cover additional advance signage required by Caltrans.

Deliverables

- ***Draft SPR and Final SPR***

3-15 Agreements (Freeway, Maintenance, Landscape, Electrical)

CONSULTANT will revise agreements and make updates to required exhibits/attachments in coordination with RCTC and Caltrans for project acceptance.

Deliverables

- ***Freeway Agreement***
- ***Maintenance Agreement***
- ***Landscape Agreement***
- ***Electrical Agreement***

3-16 QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

DRAFT

TASK 4 – 95% PS&E

4-1 Update Roadway Plans

This submittal will include comments, reviews, coordination efforts, and updated information. CONSULTANT will update the Roadway Plans. Response and resolution of all review comments for each deliverable from the 60% submittal will take place prior to 95% submittal. All roadway quantities shall be independently checked, and any issues raised by independent quantity checker(s) will be resolved prior to the submittal.

Deliverables:

- ***95% Roadway Plans***

4-2 Bridge and Wall Plans

4-2.1 Bridge Plans (Checked Details)

CONSULTANT will independently review the unchecked plans, draft special provisions, quantities, and construction cost estimate for the Bridges and retaining walls. CONSULTANT's independent review team will analyze the structures, verify member capacities, review the special provisions, and prepare independent quantity calculations. Any issues raised by the checkers will be resolved with the structural designers. The final design will reflect agreement among the designers and independent checkers.

Deliverables:

- ***Checked structure plans***
- ***Edited structures special provisions***
- ***Design calculations***
- ***Design Independent check calculations***
- ***Quantities and check calculations***
- ***Structures aesthetic details***

4-2.2 Retaining Wall Plans

CONSULTANT will finalize the retaining wall plans based on comments received from Caltrans.

Deliverables:

- ***Final Updated Retaining Wall Plans and aesthetic details***

4-3 Finalize Reports

4-3.1 Finalize Drainage Report and SWDR

CONSULTANT will finalize the Drainage Report based on comments received from Caltrans. CONSULTANT will finalize the SWDR based on comments received from Caltrans.

Deliverables:

- ***Final Drainage Report***
- ***Final SWDR***

4-3.2 Finalize TMP

CONSULTANT will finalize the TMP based on comments received from Caltrans.

Deliverables:

- **Final TMP**

4-3.3 Finalize Geotechnical and Hazardous Material Reports

CONSULTANT will finalize the geotechnical and ADL/Traffic Stripe/ACM reports based on comments received from Caltrans.

Hazardous Materials Disclosure Document (HMDD) forms will be completed for acquisition properties in accordance with Caltrans requirements (Form Env-0001-A). It is assumed that no more than 25 HMDD forms must be completed for the project. Request for Acquisition of Contaminated Property (RACP) forms (Form Env-002) and remediation cost estimates are not anticipated.

CONSULTANT will address any review comments resulting from the Caltrans review and prepare Final Foundation Reports, Final Geotechnical Design Report, and Final Materials Report.

Deliverables:

- **Final Geotechnical**
- **Final Materials Report**
- **Final Foundation Report**
- **Final ADL Report**
- **Final ACM**

4-4 Draft Final Utility Agreements

CONSULTANT will act as the primary point of contact with the utility owners identified on the utility plans. CONSULTANT will prepare and send the Relocation Claim Letter to utility owner and coordinate and plan a meeting amongst the utility owners, as needed to discuss the project design, the utility conflict, relocation alternatives, and a plan to resolve the conflict.

CONSULTANT will determine the liability for the conflict facilities impacting the project and obtain detailed relocation plans from utility owners.

CONSULTANT will draft and issue Notice to Owner to relocate (estimate 6 notices) and draft and issue No Conflict to utility owner letters; as needed.

Deliverables:

- **Utility relocation notifications**

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Assumptions:

- *Project will pay for as-built plans or special processing fees if required by the utility owner.*
- *Prepare the Introductory as-built request Notices (7 letters)*
- *Attended PDT utility focus meetings (24 meetings)*
- *Prepare and send Relocation Claim Letter to utility Owners (6 letters)*
- *Determine liability for conflicts facilities impacting the project (12 conflicts)*
- *Draft and issue Notice to Owner to Relocate (6 letters for 12 conflicts)*
- *Draft and issue No Conflict Letters (3 letters)*
- *Design for new and relocated utilities will be performed by the respective utility owners.*

- *Inspection of utility relocation construction, including as necessary as-built survey will be done by others.*
- *All utility services meters are acquisition costs and not public utilities, and utility companies will replace the new service to their requirements.*
- *All costs and negation efforts associated with the need for utility replacement easements or any additional property rights for the utility owner are not included with in the utility coordination.*
- *Does not include any fees associated with the actual relocation of the utility facilities and/or construction management/inspection.*

4-5 Update Environmental Revalidation and Permitting

CONSULTANT will address any review comments resulting from the Caltrans review and prepare Final environmental documentation for the Project.

Deliverables:

- ***Final Environmental Re-Validation***

4-5.1 Environmental Commitment Record (ECR)

CONSULTANT shall prepare the Environmental Commitment Record (ECR) for attachment to the Environmental Re-Validation (ER). Using the ECR from the adopted CEQA/NEPA document we will update the commitments to reflect any changes noted in the ER. It is assumed that the ECR in ER will status any commitments that have been addressed. .

It is expected that once any ECR measure is completed, a close out memorandum will be prepared and submitted to RCTC and then to Caltrans for concurrence that the measure has been completed.

Deliverables:

- ***Environmental Commitment for inclusion in Environmental Re-Validation***

4-6 Final Right of Way Engineering

CONSULTANT will provide comprehensive right of way services, including, appraisal, appraisal review, acquisition and negotiations, escrow coordination, condemnation support and right-of-way certification. CONSULTANT will meet with relevant parties regarding proposed Project to identify acquisition issues, and/or to discuss project status, procedural issues, budget, and schedules.

CONSULTANT will prepare and implement an effective Acquisition Management Plan to confirm the Project is delivered in the most efficient and effective manner and in compliance with all applicable laws, regulations and procedures. CONSULTANT will prepare and deliver written progress status reports for acquisition cases. CONSULTANT will participate in project related meetings, make public presentations to individuals and organizations and represent RCTC in presentations and public hearing on all matters pertaining to the acquisition process.

Fee Appraisal

The appraisal will be prepared by individuals licensed with the State of California, Office of Real Estate Appraisers, as a Certified General Real Estate Appraiser. Our appraisers both retain the requisite qualifications and experience necessary to competently complete appraisals in a competent and professional manner, in accordance with applicable laws and policies.

Prepare the Notice of Decision to Appraiser letter for each property, advising the property owner of the proposed project, introducing the appraiser, enclosing an Acquisition Brochure describing RCTC's acquisition process, and contract information to answer questions and concerns.

The appraisal report will comply with laws that are applicable to the specific appraisal assignment and the Uniform Standards of Professional Appraisal Practice (USPAP). Afford the property owner or the owner's designated representative the opportunity to accompany the appraiser on the inspection of the property. Perform an inspection of the subject property. The inspection should be appropriate for the appraisal problem, and should address:

- The extent of the inspection and description of the neighborhood and proposed project area,
- The extent of the subject property inspection, including interior and exterior areas,
- The level of detail of the description of the physical characteristics of the property being appraised (and, in the case of a partial acquisition, the remaining property).

In the appraisal report, identify the highest and best use. If highest and best use is in question or different from the existing use, provide an appropriate analysis identifying the market-based highest and best use. Present and analyze relevant market information. In developing and reporting the appraisal, disregard any decrease or increase in the fair market value of the real property caused by the project for which the property is to be acquired, or by the likelihood that the property would be acquired for the project. Report the appraiser's analysis, opinions, and conclusions in the appraisal report.

Appraisal Review

Review appraisals will be provided for each appraisal, and in accordance with State and Federal law and RCTC policy as required. The review appraiser will, as appropriate:

- Identify the reviewer's client and intended users, the intended use of the reviewer's opinions and conclusions, and the purpose of the assignment.
- Identify the following:
 - Subject of the appraisal review assignment.
 - Effective date of the review.
 - Property and ownership interest appraised (if any) in the work under review.
 - Date of the work under review and the effective date of the opinion or conclusion in the work under review.
 - Appraiser(s) who completed the work under review, unless the identity was withheld.
- Identify the scope of work to be performed.
- Develop an opinion as to the completeness of the material under review, given the scope of work applicable in the assignment.

- Develop an opinion as to the apparent adequacy and relevance of the data and the propriety of any adjustments to the data, given the scope of work applicable in the assignment.
- Develop an opinion as to the appropriateness of the appraisal methods and techniques used, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Develop an opinion as to whether the analyses, opinions, and conclusions are appropriate and reasonable, given the scope of work applicable in the assignment, and develop the reasons for any disagreement.
- Review appraisals will be forwarded to RCTC for establishment of just compensation prior to the preparation of offers to acquire the proposed land rights for the project.

Acquisition and Negotiation

CONSULTANT will provide right-of-way delivery services required for RCTC to purchase right-of-way required to construct the Project. The tasks will be performed in accordance with applicable Federal, State and local regulations, Caltrans Policies and Procedures and RCTC's R/W Policies and Procedures.

CONSULTANT will provide the following services under the direction of RCTC staff:

- Provide the Acquisition and Negotiations Services to acquire the property interests required for the Project in a timely, efficient manner and at a reasonable cost. Work shall be performed in accordance with Caltrans and RCTC's Policies and Procedures and applicable Federal, State and local regulations.
- Coordinate and manage the acquisition process with RCTC, legal counsel, design team, property owners, and tenants along with the title company, appraisers and other consultants to insure effective cross-discipline communications.
- Review right-of-way plans, appraisal reports, title reports, appraisal maps and legal descriptions and all other pertinent documents.
- Prepare acquisition offer packages consisting of RCTC's written purchase offer, appraisal summary statement, acquisition brochure, acquisition agreement, conveying instruments (Grant Deed, Permanent and/or Temporary Easements, etc.), Certificate of Acceptance, recommendation of Amount of Just Compensation, plat maps and legal descriptions, and Title VI Information.
- CONSULTANTS acquisition agent will meet personally with each property owner to present RCTC's purchase offer, explain the project design requirement and inform him or her of RCTC's right-of-way acquisition process.
- Negotiate personally in good faith with each property owner, his/her agent or representative and discuss appraisal and valuation of the property interests, gather information from the property for consideration and address any questions or concerns that may arise during the acquisition process.
- Establish and maintain an acquisition file for each property owner or property interest acquired and maintain a file checklist pursuant to RCTC's specifications.

- As may be required to secure Right of Entry Agreements; licenses or permits from property owners for purposes of performing hazardous waste, archeological and other inspections.
- Promptly transmit executed documents (acquisition agreements, executed deeds, rental agreements, statements of information, offset statements, and the like) to RCTC for acceptance and processing. A report summarizing the pertinent information relative to the transaction will be included.
- Prepare and submit a Letter of Recommendation to RCTC for any proposed administrative settlements with property owners. The letter will include a chronology of the negotiation efforts, provide supporting evidence and documentation and an explanation of the benefits and rationale behind the recommendation.
- Escrow Coordination - Coordinate opening of escrows with direction from the project manager, assist the escrow company in obtaining additional documentation as necessary to provide clear title to RCTC, supervise and review the closing of escrows, and review closing statements for completeness and accuracy. We will serve as liaison between the title company, escrow holder, and RCTC. Upon closing of escrow, tax cancellation letters will be prepared for RCTC signature, as necessary, for fee interest acquisitions.
- Recommend condemnation action when negotiations have reached an impasse. The required justification will be submitted in writing to RCTC. Our primary goal will be to reach an acceptance of the offer with each property owner. We will work with RCTC in recommending solutions to achieve acceptance of the offer.
- Eminent Domain Support – If requested, coordinate with RCTC’s condemnation counsel, as required, to support the condemnation activities until the Resolution of Necessity is adopted and possession is granted by the courts. Litigation support after the hearing for the Resolution of Necessity, such as depositions, mediation appearances and expert testimony, can be provided on a time-and-materials basis.
- Perform any other normal procedures and processes to implement the acquisition assignment and provide any other supporting information and/or correspondence required by RCTC.
- Provide bilingual acquisition agents, if necessary.
- Prepare applicable forms, secure property owner’s approval and signature and submit the forms to RCTC for review and acceptance.

Upon completion of the acquisition process for each property or property interest, or at project completion, CONSULTANT will provide RCTC with the original acquisition file as well as electronic copy of files for future audit purposes.

Assumptions:

- *The project will require the acquisition of up to 25 partial take parcels. No residential or business relocations are anticipated.*
- *The project involves the acquisition and good faith negotiations for up to 25 affected properties.*
- *25 individual USPAP compliant appraisal reports will be prepared for each acquisition.*

- *Formal appraisal review reports will be conducted for each of the 25 fee appraisals based upon federal and Caltrans requirements¹*
- *It is anticipated that the advertising billboard will be impacted by the proposed southbound off-ramp and require relocation. Further, the cell tower adjacent to the proposed southbound off-ramp can be avoided.*
- *A right-of-way cost estimate will be prepared at 30% and 95% design. Caltrans R/W Data Sheets will not be required.*
- *Property management and debris removal services are not anticipated in the scope of work.*
- *CONSULTANT will participate in bi-weekly project update meetings with RCTC for up to two years.*

4-7 Updates Special Provisions and Cost Estimate

4-7.1 Special Provisions

CONSULTANT will prepare edited Special Provisions and nSSP's for Caltrans District and Headquarters' review.

4-7.2 Cost Estimate

CONSULTANT will update the construction cost estimate based on comments received from Caltrans.

Deliverables:

- ***95% Cost Estimate and Specifications***

4-8 Final Constructability Review and Schedule

4-8.1 Constructability Review

CONSULTANT will review the 95% PS&E package for contractor constructability of the SSP's and nSSP's and incorporate the requirements as needed.

4-8.2 Construction Schedule

CONSULTANT will prepare a CPM construction schedule in consultation with Commission and Caltrans based on the estimated required working days for project construction.

Deliverables:

- ***CPM Schedule Printout and electronic copy***

4-9 Final Agency Agreements

CONSULTANT will finalize agreements in coordination with RCTC and Caltrans for project acceptance.

4-10 QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

TASK 5 – 100% PS&E

5-1 Finalize Plans, Specifications, and Estimate

5-1.1 Final Roadway, Bridge, Specs, Cost Estimates, Construction Schedule, and ECR

CONSULTANT will submit the Final PS&E package to Commission and Caltrans District 8 for final approval. The submittal will only incorporate the applicable previous comments, and no further agency review is anticipated. Electronic copies will be included with the 100% submittal.

Deliverables:

- ***Final Project PS&E (Combined Roadway and Structures)***
- ***Working day schedules – 2 copies***
- ***Final ECR***

In addition, CONSULTANT will provide electronic version of all plans, special provisions, estimates and schedules (DGN and PDF formats). The final BEES will be provided as a Microsoft Excel file.

5-2 Finalize Reports

CONSULTANT will address any review comments resulting from the Caltrans review and prepare Final Reports for the Project.

5-3 Resident Engineer File & Materials Handout

5-3.1 Resident Engineer File

CONSULTANT will meet with the Resident Engineer (RE) and functional units and provide the following information for the RE file. This list is not comprehensive, and CONSULTANT shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, earthwork quantities, etc.)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- Utility Relocation Plans and Agreements
- Working Cross Sections
- Bridge four-scale plans

Deliverables:

- ***Electronic version of RE file information.***

5-3.2 Materials Handout

CONSULTANT will prepare materials handout information per Caltrans HDM, Section 111.3 Materials Information Furnished to Prospective Bidders

Deliverables:

- *Material Handouts*

5-4 Environmental Certification

Although it is assumed that Caltrans will prepare the Environmental Certification as part of their internal process, CONSULTANT will support Caltrans by providing any needed documentation prepared by the CONSULTANT related to the Environmental Re-validation and permitting described elsewhere in this scope of work. Copies of documents and/or approval dates to be provided to Caltrans, as requested, for completion of the Environmental Certification

5-5 Utility Certification

CONSULTANT will prepare utility certification package and submit to Caltrans a utility certification form and other required documents in accordance with the Caltrans Right of Way Manuals.

Deliverables:

- *Utility Certification*

5-6 Right of Way Certification

CONSULTANT will prepare and submit to Caltrans, and FHWA, if necessary, a right-of-way certification form and other required documents in accordance with the Caltrans Right of Way Manual and FHWA requirements.

Deliverables:

- *Right of Way Certification form*

5-7 Paleontological Mitigation Plan

CONSULTANT will prepare a Paleontological Mitigation Plan (PMP) that conforms to the requirements outlined in the Caltrans SER Volume 1 Chapter 8 (Paleontology), addresses the mitigation measures and recommendations outlined in the adopted CEQA/NEPA document, and identifies all paleontological tasks and procedures that will be required in order to reduce potential impacts to paleontological resources should they be discovered. The PMP will include project background information and recovery goals; description of when and where paleontological monitoring will be required (with accompanying GIS maps); pre-construction measures such as a pre-construction meeting and workers environmental awareness program training (WEAP); monitoring methods and safety requirements; unanticipated discovery procedures to be implemented in the event that fossils are discovered when a monitor is not present; procedures for sampling, fossil and data recovery, and laboratory work (including preparation, identification, and analysis) that will conform to conditions set forth by the designated fossil repository; fossil curation agreement with a certified repository; and weekly, monthly, and final monitoring report requirements. Implementation of any items or measures included in the PMP are not included in this scope of work.

Deliverables:

- ***Draft and Final Paleontological Mitigation Plan***

5-8 QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

DRAFT

TASK 6 – CONSTRUCTION BIDDING PHASE

Bidding procedures will be the responsibility of Commission during bid advertisement of the project, CONSULTANT shall prepare a draft response, and forward to Commission for approval. CONSULTANT will refer all questions concerning the intent to Commission for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, CONSULTANT will inform Commission. Commission will advise CONSULTANT regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by CONSULTANT and issued by Commission, or via a covering change order after the award of the construction contract.

6-1 Pre-Bid Meeting

CONSULTANT will attend the pre-bid meeting.

6-2 Respond to Inquiries

CONSULTANT will draft responses to bidders' inquiries as requested and routed through Commission.

6-3 Addenda

CONSULTANT will prepare addenda as requested by Commission.

TASK 7 – CONSTRUCTION SUPPORT PHASE

Construction of the project will be the responsibility of Commission. During the construction phase, CONSULTANT shall work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE to minimize construction conflicts and to expedite project completion.

This task covers project management services including the requirements for site visits, Document Control, Invoices, Subconsultant coordination, and administration of CONSULTANT's work.

Assumptions:

- *It is anticipated that the construction duration is 24 months.*

7-1 Pre-Construction Meeting and Partnering Workshop

CONSULTANT will attend the pre-construction meeting. CONSULTANT will attend a partnering workshop as requested by Commission.

7-2 Shop Drawing, Submittal Review and Respond to Inquires

CONSULTANT will review submittals and shop drawings. The review of shop drawings shall include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, steel layout for structures, independent check of construction contractor's falsework submittal and others as requested by the Resident Engineer. In the case contractor or Commission requested revisions, CONSULTANT shall furnish additional and/or revised drawings necessary for corrections.

Assumptions:

- *It is anticipated that 10 reviews will be required.*

7-2.1 Site Visits/Construction Meetings

CONSULTANT will visit the job site and attend meetings requested by Commission.

Assumptions:

- *It is anticipated that 10 meetings will be required.*

7-2.2 Additional Drawings at Commission Request

If requested by Commission, CONSULTANT will prepare additional drawings and change order-supporting documents. Any such additional drawings constitute extra work; therefore, prior approval from Commission is required. Any such additional engineering services, drawings, or change order documentation prepared prior to receiving the required approval will be at CONSULTANT's risk and expense.

Assumptions:

- *It is anticipated that 1 additional new sheet will be required.*

7-2-4 Respond to Inquiries/RFIs

CONSULTANT will draft responses to contractor inquiries and RFIs as requested by the Resident Engineer.

Assumptions:

- *It is anticipated that 8 RFI's will be required.*

7-3 Change Order Reviews and Processing

CONSULTANT will review proposed change orders, draft change order language and make recommendations as requested by Resident Engineer. If said changes are necessary as a direct result of design errors and omissions, CONSULTANT shall prepare and/or review contract change orders at no additional cost.

Commission Responsibilities:

- Inform Design Consultants of field changes and Contract Change Orders (CCOs)
- Prepare and maintain as-built mark-ups in the field.

Assumptions:

- *It is anticipated that 4 CCO will be required.*

7-4 Prepare/Review SWPPP

7-5 Right of Way Construction Support

CONSULTANT will provide RCTC support during construction for Right of Way Services.

Assumptions:

- *During the project closeout phase, the project will require the disposition of up to 5 excess parcels.*

7-6 QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

TASK 8 – PROJECT CLOSEOUT

8-1 Develop Final Record As-Built Drawings

The Commission will be responsible for maintaining field as-built plans, noting any variation between the plans and the actual construction. These marked up plans will be provided to the CONSULTANT and form the basis for the development of the Final record drawing PS&E.

8-1.1 As-Builts

CONSULTANT will be responsible for preparing as-builts plans, signed and stamped by CONSULTANT and submitted to Commission.

8-1.2 Deliver Project Files

CONSULTANT will provide pertinent project records to Commission. Documents shall be organized in accordance with the Caltrans Uniform Filing System.

8-2 Monument Perpetuation Survey and Record of Survey

Post-Conditions Record of Survey:

Upon the substantial completion of construction, monuments will be set by CONSULTANT to perpetuate those monuments identified on the pre-condition record of survey and destroyed during construction and new monuments to identify the new right of way established during the project. This post conditions record of survey will be prepared to document the new right of way acquired for the project, monuments set and reset, and the prior information included on the pre-existing record of survey. The record of survey will be prepared in accordance with the Professional Land Surveyors Act and County of Riverside requirements.

Legal Descriptions and Plats:

CONSULTANT will prepare legal descriptions and plats to support the transfer of property between RCTC and Caltrans. The Legal descriptions will be prepared in accordance with Caltrans District 8 right of way standards.

Upon substantial completion of construction, any monuments identified on the Before Conditions Record of Survey that were destroyed by construction will be reset. In addition, the new Caltrans right of way will be monumented. An After Conditions Record of Survey will be prepared to document the changes in right of way and the newly set or reestablished monuments. This Record of Survey will meet the requirements of PLS Act 8771. It will be filed with the Riverside County Surveyor's Office.

Deliverables:

- **Record of Survey in PDF format**
- **Legal Descriptions\Plats in PDF format**

Assumptions:

- *Ten (25) legal descriptions and plats are included for various acquisition purposes.*

8-3 Transfer Deeds

CONSULTANT will transfer final deeds as required by final right of way determination.

8-4 QA/QC

CONSULTANT will conduct Quality check of the submittal in accordance with Task 1-1.4 QA/QC Plan.

SCOPE OF WORK NOT INCLUDED

Task 3-8 Geotechnical Reports (Pavement Deflection Study)

It is assumed that any widened pavement on the local roads connecting into the new pavement along Franklin Street will utilize the existing pavement section or better. It is not anticipated that a Pavement Deflection Study is required to upgrade and reconstruct the roadway.

Task 3-13 New Connection Report

It is assumed that a New Connection Report is not required. The geometry for the location of the gore points along the mainline I-15 for the new interchange ramps have not modified since the New Connection Report was approved as part of the original PA&ED document and is not anticipated to need revision.

EXHIBIT "B"
COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Prime Consultant:		
HDR Engineering	PS&E Services	\$ 5,755,070.00
Sub Consultants:		
David Evans and Associates	Landscaping and Irrigation	443,435.00
Earth Mechanics	Geotechnical	285,715.00
Fehr & Peers	Traffic Analysis and Electrical Design	514,144.00
Group Delta Consultants	Hazardous Materials	86,622.00
Guida Surveying	Survey and Right of Way Engineering	496,515.00
ICF Jones & Stokes	Environmental	445,201.00
Monument ROW	Real Estate/Right of Way	261,433.00
SUBTOTAL		8,288,135.00
OTHER DIRECT COSTS		471,270.00
TOTAL COSTS		\$ 8,759,405.00

TASK NUMBER	TASK DESCRIPTION	COST
Task 1	Project Management	\$ 584,812.00
Task 2	30% PS&E	1,272,311.00
Task 3	Draft PS&E (60%) Submittal	3,208,340.00
Task 4	Initial PS&E (95%) Submittal	1,776,308.00
Task 5	Final PS&E (100%) Submittal	1,093,741.00
Task 6	Construction Bidding Phase	38,231.00
Task 7	Construction Support Phase	119,984.00
Task 8	Project Closeout	194,498.00
SUBTOTAL		8,288,225.00
OTHER DIRECT COSTS		471,270.00
TOTAL COSTS		\$ 8,759,495.00

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.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 22, 2024
TO:	Western Riverside County Programs and Projects Committee
FROM:	Sri Srirajan, Senior Capital Projects Manager
THROUGH:	David Thomas, Toll Project Delivery Director
SUBJECT:	Interstate 15/State Route 91 Express Lanes Connector Project Design-Build Contract Final Acceptance

STAFF RECOMMENDATION:

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Authorize Final Acceptance for the Interstate 15/State Route 91 Express Lanes Connector Project (15/91 ELC or Project) Design-Build Contract, Agreement No. 19-31-074-00, with Myers-Rados, a Joint Venture, subject to the Executive Director’s verification that all contract requirements for Final Acceptance have been met.

BACKGROUND INFORMATION:

The 15/91 ELC was originally part of the SR-91 Corridor Improvement Project (CIP), which opened in March 2017 in the city of Corona. The 15/91 ELC provides tolled express lane connectors between the existing 91 Express Lanes and I-15 Express Lanes to the north of SR-91 (Figure 1 Vicinity Map).



Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

The 15/91 ELC Project adds the following:

1. A single-lane tolled express lane connector from the eastbound 91 Express Lanes to the northbound 15 Express lanes;
2. A single-lane tolled express lane connector from the southbound 15 Express Lanes to the westbound 91 Express Lanes; and
3. A second toll express lane addition on eastbound SR-91 approximately half a mile from the exit to the express lanes connectors (just east of the main street undercrossing) to the beginning of the SR-91 HOV lane just east of the promenade avenue.

On March 11, 2020, the Commission awarded Agreement No. 19-31-074-00 to Myers-Rados, a Joint Venture, for the design and construction of the 15/91 ELC.

This Design-Build Contract has three distinct completion milestones with the following status:

- **Substantial Completion** – 15/91 Express Lanes Connectors opened to traffic on November 21, 2023 and substantial completion was formally issued on November 28, 2023.
- **Project Completion** – pending the completion of all field work and other contractual requirements.
- **Final Acceptance** – requires the Commission’s authorization and verification that the following has occurred:
 1. All requirements for the Project Completion milestone shall have been fully satisfied;

2. The Commission shall have received all design documents, original working drawings, shop drawings, final as-built documents, right of way record maps, surveys, test data and other deliverables required under the Contract Documents;
3. The Design-Builder shall have submitted and received Commission approval for all contract-required Design-Build Final Acceptance Submittals;
4. All special tools, equipment, furnishings, and supplies purchased and/or used by the Design-Builder as provided in the Contract Documents shall have been delivered to the Commission and all replacement spare parts shall have been purchased and delivered to the Commission free and clear of liens; and
5. The items on the Final Acceptance punch list shall have been completed to the satisfaction of the Commission and Caltrans, and all the Design-Builder's other obligations under the Contract Documents shall have been satisfied in full or waived in writing by Commission.

Additionally, Caltrans shall accept the work and issue relief of maintenance within its jurisdictional boundaries of the Project. Caltrans shall also perform a final review and accept the Project including all permitting and environmental commitments and other requirements. All the above contract Final Acceptance requirements shall be met prior to the approval of Final Acceptance. Staff recommends authorization of Final Acceptance of the Design-Build Contract subject to the Executive Director's verification that all contract requirements for Final Acceptance have been met.

The project also requires a three-year plant establishment period that shall commence upon the Commission's issuance of a certification of initial acceptance for all replacement plantings and irrigation installation work.

FISCAL IMPACT:

There is no fiscal impact for authorization of Final Acceptance of the Design-Build Contract.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 22, 2024
TO:	Western Riverside County Programs and Projects Committee
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	Aaron Hake, Deputy Executive Director
SUBJECT:	Election of Officers for the Western Riverside County Programs and Projects Committee

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Conduct an election of officers for 2024 – Chair and Vice Chair.

BACKGROUND INFORMATION:

The election of officers for the full Commission and its Committees are held on an annual basis. Commissioners Brian Berkson (Chair) and Wes Speake (Vice Chair) were elected as the Western Riverside County Programs and Projects Committee’s officers for 2023. Once the election for 2024 is conducted, the new Chair and Vice Chair will immediately assume the positions.

Past Chairs of the Western Riverside County Programs and Projects Committee are as follows:

- 2023 – Brian Berkson, City of Jurupa Valley
- 2022 – Ben J. Benoit, City of Wildomar
- 2021 – Clint Lorimore, City of Eastvale
- 2020 – Michael Vargas, City of Perris
- 2019 – Brian Berkson, City of Jurupa Valley
- 2018 – Adam Rush, City of Eastvale
- 2017 – Deborah Franklin, City of Banning
- 2016 – Ben J. Benoit, City of Wildomar
- 2015 – Ben J. Benoit, City of Wildomar
- 2014 – Frank Johnston, City of Jurupa Valley
- 2013 – Andrew Kotyuk, City of San Jacinto
- 2012 – Adam Rush, City of Eastvale
- 2011 – Darcy Kuenzi, City of Menifee
- 2010 – Karen Spiegel, City of Corona