



TIME/DATE:

MEETING AGENDA

9:30 a.m. / Wednesday, June 11, 2025

LOCATION:

BOARD ROOM

County of Riverside Administrative Center
4080 Lemon Street, First Floor, Riverside 92501

TELECONFERENCE
SITES:

COUNCIL CHAMBER CONFERENCE ROOM

City of Palm Desert
73510 Fred Waring Drive, Palm Desert 92260

LARGE CONFERENCE ROOM

French Valley Airport
37600 Sky Canyon Drive, Murrieta 92563

COMMISSIONERS

Chair – Karen Spiegel

Vice Chair – Raymond Gregory

Second Vice Chair – Jeremy Smith

Jose Medina, County of Riverside, District 1
Karen Spiegel, County of Riverside, District 2
Chuck Washington, County of Riverside, District 3
V. Manuel Perez, County of Riverside, District 4
Yxstian Gutierrez, County of Riverside, District 5
Sheri Flynn / Cynthia Barrington, City of Banning
Lloyd White / Julio Martinez, City of Beaumont
Joseph DeConinck / Johnny Rodriguez, City of Blythe
Linda Molina / Eric Cundieff, City of Calimesa
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Denise Delgado / To Be Appointed, City of Coachella
Wes Speake / Jim Steiner, City of Corona
Scott Matas / Dirk Voss, City of Desert Hot Springs
Clint Lorimore / Todd Rigby, City of Eastvale
Linda Krupa / Joe Males, City of Hemet
Toper Taylor / Dana Reed, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio
Brian Berkson / Armando Carmona, City of Jurupa Valley
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee
Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Fia Sullivan / Kevin Bash, City of Norco
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
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Eve Fromberg Edelstein / Lynn Mallotto, City of Rancho Mirage
Chuck Conder / Patricia Lock Dawson, City of Riverside
Valerie Vandever / Alonso Ledezma, City of San Jacinto
James Stewart / Brenden Kalfus, City of Temecula
Joseph Morabito / Dustin Nigg, City of Wildomar
Catalino Pining, Governor's Appointee Caltrans District 8

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

www.rctc.org

MEETING AGENDA*

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

9:30 a.m.

Wednesday, June 11, 2025

Board Room

County of Riverside Administrative Center

4080 Lemon Street, First Floor, Riverside, CA 92501

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37600 Sky Canyon Drive, Murrieta, CA 92563

This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at lmobley@rctc.org prior to June 10, 2025, and your comments will be made part of the official record of proceedings.

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Commission may, either at the direction of the Chair or by majority vote of the Commission, waive this three-minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Also, the Commission may terminate public comments if such comments become repetitious.*

Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Commission shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.

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

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

6. **PUBLIC HEARING – PROPOSED FISCAL YEAR 2025/26 BUDGET**

Page 1

Overview

This item is for the Commission to:

- 1) Receive input on the proposed Fiscal Year 2025/26 Budget;
- 2) Approve the salary schedule effective July 10, 2025, located in Appendix B of the proposed FY 2025/26 Budget;
- 3) Receive and file a report on the Commission's vacancies, recruitments, and retention efforts in compliance with Assembly Bill No. 2561;
- 4) Authorize the use of \$10,953,100 of 91 Express Lanes and \$16,989,800 of 15 Express Lanes toll revenues designated as surplus to fund Commission costs related to capital projects listed within Table A below;
- 5) Close the public hearing on the proposed FY 2025/26 Budget on June 11, 2025; and
- 6) Adopt the proposed FY 2025/26 Budget.

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

7A. **APPROVAL OF MINUTES – MAY 14, 2025**

Page 191

7B. RECURRING CONTRACTS FOR FISCAL YEAR 2025/26

Page 211

Overview

This item is for the Commission to:

- 1) Approve the single-year recurring contracts in an amount not to exceed \$15,570,454 for Fiscal Year 2025/26;
- 2) Approve the recurring multi-year contracts for specialized services on long-term projects in an amount not to exceed \$115,565 in FY 2025/26 and \$470,380 in FYs 2026/27 – 2029/30; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements and amendments on behalf of the Commission.

7C. AGREEMENTS FOR ON-CALL INTERNAL AUDIT SERVICES

Page 225

Overview

This item is for the Commission to:

- 1) Award the following agreements to provide on-call internal audit services for a three-year term, and two, one-year options to extend the agreements, in an amount not to exceed an aggregate value of \$600,000;
 - a) Agreement No. 25-19-052-00 with BCA Watson Rice, LLP;
 - b) Agreement No. 25-19-103-00 with Eadie and Payne, LLP;
 - c) Agreement No. 25-19-104-00 with Vasquez and Company, LLP;
- 2) Authorize the Executive Director, or designee, to execute task orders awarded to consultants under the terms of the agreements; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements including the option terms, on behalf of the Commission.

7D. QUARTERLY FINANCIAL STATEMENTS

Page 297

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2025.

7E. APPROPRIATIONS LIMIT FISCAL YEAR 2025/26

Page 310

Overview

This item is for the Commission to:

- 1) Adopt Resolution No. 24-005 *“Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”* for Fiscal Year 2025/26.

7F. MONTHLY INVESTMENT REPORT

Page 317

Overview

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended April 30, 2025.

7G. 2025 STATE ROUTE 91 IMPLEMENTATION PLAN

Page 320

Overview

This item is for the Commission to:

- 1) Approve the 2025 State Route 91 Implementation Plan.

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

Page 379

Overview

This item is for the Commission to:

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2025.

7I. AGREEMENT FOR FREEWAY SERVICE PATROL TOW TRUCK SERVICE

Page 381

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-45-088-00 to Royal Coaches Auto Body and Towing, LLC (Royal Coaches) for Freeway Service Patrol (FSP) tow truck services on Interstate 15, Beat Nos. 25 and 26, for a five-year term, in the amount of \$4,921,600, plus a contingency amount of \$246,200 for a total amount not to exceed \$5,167,800;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements 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.

7J. AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR FREEWAY SERVICE PATROL SUPERVISION

Page 429

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 25-45-111-00 with the California Highway Patrol (CHP) to provide supervision and operation of the Freeway Service Patrol (FSP) program in Riverside County for a five-year term in an amount not to exceed \$4,081,380; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

7K. FISCAL YEARS 2025/26 – 2029/30 MEASURE A FIVE-YEAR CAPITAL IMPROVEMENT PLANS FOR THE LOCAL STREETS AND ROADS PROGRAM

Page 439

Overview

This item is for the Commission to:

- 1) Approve the Fiscal Years 2025/26 – 2029/30 Measure A Five-year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

7L. FISCAL YEAR 2025/26 ANNUAL LOCAL TRANSPORTATION FUND PLANNING ALLOCATIONS TO WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS AND COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS

Page 442

Overview

This item is for the Commission to:

- 1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,221,000 for Western Riverside Council of Governments (WRCOG) and \$666,000 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2025/26 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

7M. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 457

Overview

This item is for the Commission to:

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

7N. FISCAL YEAR 2025/26 SHORT RANGE TRANSIT PLAN UPDATES AND TRANSIT FUNDING ALLOCATIONS

Page 464

Overview

This item is for the Commission to:

- 1) Approve the Fiscal Years 2025/26 – FY 2027/28 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA), Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine) and the FY 2025/26 – 2029/30 SRTP for the Commission's Rail and Vanpool Programs;
- 2) Approve FY 2025/26 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), State of Good Repair (SGR), and Senate Bill 125 funds for the cities of Banning (contingent on final audit), Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission's Rail and Vanpool Programs aggregating \$295,616,885 and \$25,776,380 of State Transportation Improvement Program (STIP) funds for the Commission's Rail Program for a total aggregate of \$321,393,265;
- 3) Adopt Resolution No. 25-004, "*Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2025/26*";

- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County and other federal funds as detailed in the respective transit operators' SRTP aggregating \$106,210,180; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

8. AGREEMENTS FOR CONSTRUCTION MANAGEMENT, MATERIALS TESTING, CONSTRUCTION SURVEYING AND ENVIRONMENTAL MONITORING SERVICES AND CENTER FOR NATURAL LANDS MANAGEMENT FOR THE MID COUNTY PARKWAY/RAMONA EXPRESSWAY CONSTRUCTION CONTRACT 3 PROJECT

Page 473

Overview

This item is for the Commission to:

- 1) Award Agreement No. 25-31-045-00 to Facon Engineering Services Inc. (Falcon) for construction management, materials testing, construction surveying and environmental monitoring services for Mid County Parkway/Ramona Expressway Construction Contract 3 (Project) in the amount of \$29,271,280, plus a contingency amount of \$2,927,130, and a total amount not to exceed \$32,198,410;
- 2) Approve Agreement No. 25-31-102-00 with the Center for Natural Lands Management (CNLM) and the use of Measure A funds for an endowment towards the conservation easement of the Sweeney and San Timoteo Canyon mitigation sites in the amount of \$1,876,540, plus a contingency amount of \$187,660, and a total amount not to exceed \$2,064,200;
- 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 to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

9. INTERSTATE 10 SAN GORGONIO PASS AREA PROPOSED MOBILITY IMPROVEMENT PROJECTS

Page 584

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 25-31-091-00, with WSP USA Inc. (WSP) for completion of a Design Engineering Evaluation Report (DEER) for Ramp Metering on the Interstate 10 (I-10) San Gorgonio pass area (Pass Area) in the amount of \$1,000,000, plus a contingency amount of \$100,000, for a total amount not to exceed \$1,100,000;

- 2) Approve Agreement No. 25-31-090-00, with WSP USA Inc. (WSP) for completion of a Project Study Report-Project Development Support (PSR-PDS) for Express Lanes on the I-10 Pass Area in the amount of \$2,438,760, plus a contingency amount of \$244,000, for a total amount not to exceed \$2,682,760;
- 3) Approve an agreement with Caltrans for quality management services in support of a PSR-PDS for Express Lanes on the I-10 Pass Area in the amount not to exceed \$300,000;
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 5) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amounts as required for these services.

10. FISCAL YEAR 2025/26 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 CALL FOR PROJECTS – PROJECT RECOMMENDATIONS

Page 697

Overview

This item is for the Commission to:

- 1) Approve the funding recommendations in Attachment 1 for Fiscal Year 2025/26 Transportation Development Act, Article 3, Bicycle and Pedestrian Facilities (SB 821) program funds;
- 2) Direct staff to prepare and execute memorandums of understanding (MOUs) with the local agencies to outline the project schedules and local funding commitments; and
- 3) Authorize the Executive Director to execute the MOUs with the local agencies, pursuant to legal counsel review.

11. APPROVAL OF METROLINK OPERATING AND CAPITAL SUBSIDIES FOR FISCAL YEAR 2025/26 AND RELATED ACTION ITEMS

Page 701

Overview

This item is for the Commission to:

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
- 2) Approve RCTC's share of the Fiscal Year 2025/26 SCRRA operating and capital budget, which results in an operating subsidy of \$31,979,697, with a contingency of \$1,220,303, for a not to exceed total of \$33,200,000, and a capital subsidy of \$12,811,564;
- 3) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute Memorandum of Understanding (MOU) No. 25-25-097-00 with SCRRA regarding annual funding, and subrecipient matters related to the pass-through of federal funding; and
- 4) Adopt Resolution No. 25-002 for "*Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Southern California Regional Rail Authority Service Optimization in Riverside County in the amount of \$1,300,000.*"

12. CONSTRUCTION AND MAINTENANCE AGREEMENT WITH SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY FOR THE PERRIS-SOUTH STATION EXPANSION AND LAYOVER PROJECT

Page 733

Overview

This item is for the Commission to:

- 1) Approve the Construction & Maintenance (C&M) Agreement No. 25-33-107-00 with Southern California Regional Rail Authority (SCRRA or Metrolink) for the Perris-South Station Expansion and Layover Project (Project) in the amount of \$5,794,800; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

13. PERRIS VALLEY LINE DOUBLE TRACK PROJECT SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY DESIGN OVERSIGHT AMENDMENT

Page 765

Overview

This item is for the Commission to:

- 1) Approve Agreement No. 23-33-021-01, Amendment No. 1 to Agreement No. 23-33-021, with Southern California Regional Rail Authority (SCRRA) for project design support in the amount of \$575,000, plus a contingency amount of \$115,000, for an additional amount of \$690,000, and a total amount not to exceed \$1,190,000;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

14. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

15. EXECUTIVE DIRECTOR REPORT

16. COMMISSIONER COMMENTS

Overview

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

17. ADJOURNMENT

The next Commission meeting is scheduled to be held on **Wednesday, August 13, 2025.**

AGENDA ITEM 6

PUBLIC HEARING

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Sergio Vidal, Chief Financial Officer Michele Cisneros, Deputy Finance Director Daniel Hernandez, Financial Budget Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Proposed Fiscal Year 2025/26 Budget

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive input on the proposed Fiscal Year 2025/26 Budget;
- 2) Approve the salary schedule effective July 10, 2025, located in Appendix B of the proposed FY 2025/26 Budget;
- 3) Receive and file a report on the Commission's vacancies, recruitments, and retention efforts in compliance with Assembly Bill No. 2561;
- 4) Authorize the use of \$10,953,100 of 91 Express Lanes and \$16,989,800 of 15 Express Lanes toll revenues designated as surplus to fund Commission costs related to capital projects listed within Table A below;
- 5) Close the public hearing on the proposed FY 2025/26 Budget on June 11, 2025; and
- 6) Adopt the proposed FY 2025/26 Budget.

BACKGROUND INFORMATION:

In accordance with Section 7(A) of the Riverside County Transportation Commission (RCTC) administrative code, an annual budget is required to be considered and subsequently adopted annually by June 15 after holding public hearings. A public hearing to allow for public comment on the proposed budget is required prior to the adoption of the proposed budget.

The initial step in the development of the proposed FY 2025/26 budget is the Commission's Policy Goals and Objectives which were approved by the Commission in March. The next step in the annual budget development process included the consideration of the Executive Summary, which represents the core elements and funding priorities of the proposed budget, along with the opening of the public hearing at the May Commission meeting. During the June Commission meeting, staff will present the entire budget document including detailed narratives and the FY 2025/26 salary schedule. Also, staff recommends the Commission close the public hearing on June 11 and adopt the proposed FY 2025/26 Budget.

The annual fiscal budget is the result of staff determining the operating and capital needs for FY 2025/26 and identifying the resources to fund those needs. The proposed FY 2025/26 Budget is attached which includes the following sections: FY 2025/26 Budget Introduction letter, Commission Introduction, the Executive Summary, the Gann Appropriations Limit, Financial Overview, Fund Budgets, Department Budgets, and Appendices including acronyms, the salary schedule effective July 10, 2025, and organization chart.

The Commission's budget is primarily project-driven and includes service-driven enterprise operations such as Interstate 15 and State Route 91 Express Lanes. As projects enter or exit various project cycles, the Commission accumulates funds (i.e. fund balance) over multiple fiscal years for specific projects and programs – resulting in flexibility to adjust project development or programs especially in times of economic downturns or unanticipated expenses. The proposed FY 2025/26 Budget anticipates that total uses will exceed sources by \$155,884,300 primarily for the following initiatives:

- Transit operating and capital disbursements utilizing both Local Transportation Fund (LTF) and State Transit Assistance (STA) funds for transit operators, including Riverside Transit Agency, Sunline Transit Agency, Palo Verde Valley Transit Agency, and the four municipal operators in western Riverside County (i.e. cities of Banning, Beaumont, Corona, and Riverside);
- Transit and Intercity Rail Capital Program (TIRCP) - SB 125 funding, including capital allocations to the transit operators and grade separation projects such as city of Banning-Hargrave Avenue, city of Beaumont-Pennsylvania Avenue, city of Corona-McKinley Street, and County of Riverside-Broadway Street;
- Regional Arterial projects funded by both Transportation Uniform Mitigation Fees (TUMF) and Measure A regional arterial funds (Western County and Coachella Valley), such as SR-79 Realignment and County of Riverside-Jurupa Avenue grade separation;
- Mid County Parkway Projects; and
- Rail station capital and rehabilitation projects, including Perris Mead Valley station and South Perris station and layover facility, funded by Western County Measure A rail funds.

Outlined in the Executive Summary included in the Budget attachment, tables 18-20 provide a summary of budgeted sources and uses from different perspectives (comparative, operating and capital, and fund type), as follows:

- **Table 18 – Budget Comparative by Summarized Line Item** - illustrates the Commission revenues and expenditures by function including other financing sources and uses (transfers in/transfers out);
- **Table 19 – Operating and Capital Budget** - presents the revenues and expenditures, including sources and uses, that support the Commission's efforts on both an operating and capital basis; and

- **Table 20 – Budget by Fund Type** - depicts the budget by fund type(s) including General Fund, Special Revenue, Capital Projects, Debt Service, and Enterprise Funds (Toll Program).

Projected Fund Balances by Fund Type and Programs (Table 17) outline components of the projected fund balance by program anticipated to be \$1,649,662,700. Majority of funds are restricted for various highway and new corridor projects; public and specialized transit; rail; community environmental transportation acceptability process (CETAP) and regional arterial projects; and toll operations. The remaining amount of fund balance is assigned for management services.

FY 2025/26 Proposed Budget – Sources

The proposed budget for FY 2025/26 reflects sources (revenues/transfers in - Table 2) at approximately \$1.25 billion, including transfers in, a 9 percent overall increase from the prior year revised budget. The break-out is as follows:

FY 2025/26 – Proposed Budget (Sources)	
Revenues	\$ 953,382,400
Transfers In	298,363,700
Total Sources	\$1,251,746,100

The increase in revenues is largely attributable to:

- Higher intergovernmental revenues related to local reimbursements for projects (e.g., SR-60/Potrero Boulevard Interchange Phase II and SR-79 Realignment);
- Gains in investment income due to higher investment yields; and
- Toll related revenue due to increased traffic demand within the corridors.

The increase in transfers in is largely due to:

- The repayment of the inter-fund loan from the 15 Express Lanes to Measure A (Western County) funds; and
- Transfers within the Enterprise funds to fund future repair and rehabilitation obligations for the 91 Express Lanes along with the anticipated surplus funding generated in the recently completed FY 2024/25.

The staff's estimate of total sources represents a cautiously optimistic outlook to the County's economic activity. Key trends to be monitored by staff impacting our estimates include the unemployment rate, interest, and inflation rates.

FY 2025/26 Proposed Budget - Uses

FY 2025/26 uses (expenditures/transfers out - Table 3) are estimated to be approximately \$1.40 billion, representing a six percent decrease from the prior year revised budget. The break-out is as follows:

FY 2025/26 – Proposed Budget (Uses)	
Expenditures/Expenses	\$1,109,266,700
<u>Transfers Out</u>	<u>\$ 298,363,700</u>
Total Uses	\$1,407,630,400

The decrease in expenditures is largely attributable to:

- Capital Highway, Rail, and Regional Arterials decrease primarily attributed to project activity winding down or nearing completion in the upcoming fiscal year for the 71/91 Connector, Smart Freeways, and various grade separation projects;
- Debt service decrease attributed to the Transportation Infrastructure Finance Innovation Act (TIFIA) Loan pay off for the 15 Express Lanes in FY 2024/25 which is a one-time event; and
- Public and Specialized Transit decrease due to a reduction in the anticipated operating and capital allocation needs by transit operators, including SB 125 transit capital projects.

The decrease in expenditures are offset by increases in:

- Management Services, including funding for the Commission approved Traffic Relief Plan (TRP) and related outreach;
- Rail Maintenance and Operations, including funding for Coachella Valley Rail project; and
- Toll Operations, including enhanced funding for surplus projects for each Express Lanes as follows:

Table A

<u>Project</u>	<u>91 Express Lanes</u>	<u>15 Express Lanes</u>
15/91 Express Lanes Connector	\$ 334,900	\$ -
91/241 Connector Agreement Development	117,000	-
91 Eastbound Corridor Operations Project	6,143,800	-
15/91 Express Lanes Transit Connector	3,158,500	-
91 Improvements east of I-15	448,900	-
91 Feasibility	750,000	-
15 Express Lanes-Southern Extension	-	16,989,800
Total Uses	\$ 10,953,100	\$ 16,989,800

Movement of projects such as the 91 Eastbound Corridor Operations Project and 15 Express Lanes-Southern Extension to the Toll program in FY 2025/26 provides relief for Measure A to fund other critical projects.

With the FY 2025/26 Budget, the Commission will continue to move forward current capital projects to construction, thereby providing a stimulus to the local economy. Significant capital projects budgets by phase include:

Engineering:

- **Highway**
 - 91 Eastbound Corridor Operations Project
 - 15/91 Express Lanes Transit Connector
 - SR-79 Realignment
 - I-10 Toll Feasibility
- **Regional Arterial**
 - I-15/Franklin Interchange
 - Riverside County Cajalco Road Widening
- **Rail**
 - Coachella Valley Rail Project
 - Perris Valley Line Double Track
 - Perris - Mead Valley Station
- **Public and Specialized Transit**
 - SB 125 Formula Funding - Grade Separation
 - City of Banning-Hargrave Avenue
 - City of Beaumont-Pennsylvania Avenue
 - County of Riverside-Broadway

Construction:

- **Highway**
 - 71/91 Connector
 - Mid County Parkway projects
 - Smart Freeways
- **Regional Arterial**
 - SR-60/Potrero Boulevard
 - Menifee Bundy Canyon Road Scott Road Widening
- **Rail**
 - Perris Valley Line Station Layover Facility
- **Public and Specialized Transit**
 - SB 125 Formula Funding - Grade Separation
 - City of Corona-McKinley Street
 - County of Riverside-Jurupa Avenue

Design-Build:

- **Highway**
 - I-15 Express Lanes - Southern Extension

Right of Way and Land:

- **Highway**
 - Mid County Parkway projects
- **Regional Arterial**
 - Various Western County MARA and TUMF regional arterial projects

Other major capital projects:

- Pass-through funding for Measure A local streets and roads (Western County, Coachella Valley, and Palo Verde Valley)

The Commission's personnel costs represent 1.9 percent of budgeted expenditures. Budgeted FY 2025/26 personnel costs reflect recent Commission actions, including:

- The addition of one (1.0) Full-Time Equivalent (FTE) position (Planning and Programming Manager);
- Reclassification and salary adjustment of one (1.0) FTE position (Human Resources Specialist);
- A four (4) percent pool for performance merit-based salary increases; and
- An annual salary range structure cost of living adjustment (COLA) of three (3) percent adopted by the Executive Committee at its March 2025 meeting. The COLA only applies to the Commission's salary range structure and is not automatically applied to the current employees' salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ended December 31, rounded to the nearest half percent, with a maximum adjustment of 4 percent. The COLA will be equal to the CPI, but no less than 0 percent and no greater than 4 percent. The salary range schedule structure approved by the Executive Committee in March 2025, is included in Appendix B to the budget and complies with Government Code §20636, "Compensation Earnable" and California Code of Register §570.5, "Requirements for a Publicly Available Pay Schedule."

Staff recommends approving the salary schedule effective July 10, 2025, located in Appendix B of the proposed FY 2025/26 Budget.

Staff recommends the Commission receive and file a report on the Commission's vacancies, recruitments, and retention efforts in compliance with Assembly Bill No. 2561, included as Attachment 2 to this staff report.

Staff recommends that the Commission authorize uses of \$10,953,100 of 91 Express Lanes and \$16,989,800 of 15 Express Lanes toll revenues designated as surplus to fund Commission costs related to capital projects listed within Table A above.

The Commission opened the public hearing during its May 14 meeting. **Staff recommends the closing of the public hearing on June 11 followed by the adoption of the proposed FY 2025/26 Budget.** In accordance with the Commission’s fiscal policies, the budget must be adopted no later than June 15 of each year.

FISCAL IMPACT:

A summary of the proposed FY 2025/26 Budget is as follows:

	<u>Proposed FY 2025/26</u>
	<u>Budget</u>
Revenues and other financing sources:	
Measure A	\$ 262,000,000
Local Transportation Funds	148,000,000
Intergovernmental (i.e., federal, state, and local)	286,300,200
Transportation Uniform Mitigation Funds	30,000,000
State Transit Assistance	33,882,500
Tolls, penalties, and fees	147,857,700
Other revenues	949,900
Investment income	44,392,100
Transfers in	298,363,700
Total revenues and other financing sources	1,251,746,100
Expenditures and other financing uses:	
Personnel salaries and benefits	20,963,400
Professional services and Support costs	56,312,800
Projects and operations	926,937,100
Capital outlay	8,132,200
Debt service (principal and interest)	96,921,200
Transfers out	298,363,700
Total expenditures and other financing uses	1,407,630,400
Excess (deficiency) of revenues and other financing sources over (under) expenditures and other financing uses	(155,884,300)
Beginning fund balance (projected)	1,805,547,000
Ending fund balance (projected)	\$ 1,649,662,700

Attachments:

- 1) Proposed FY 2025/26 Budget
- 2) AB 2561 Report



15/91 Connector



Moreno Valley - March Field Station



Specialized Transit



Freeway Service Patrol



Express Lanes



FY 2025/26

BUDGET

Riverside County Transportation Commission
Riverside County, California

June 11, 2025

Honorable Commissioners
Riverside County Transportation Commission
Riverside, California

FY 2025/26 BUDGET INTRODUCTION

RCTC: Safety. Fiscal Responsibility. Economic Recovery.

Thank you for reviewing the Fiscal Year (FY) 2025/26 budget for the Riverside County Transportation Commission (Commission or RCTC). This document provides an opportunity to evaluate the financial backbone of an innovative, active, and essential public transportation agency that connects the daily lives of Riverside County residents. Riverside County's population continues to grow faster than many other areas in California and the nation. The region's transportation systems also continue to see increased use from goods movement. It is estimated that more than 40% of goods from the Ports of Los Angeles and Long Beach travel through the Inland Empire to the rest of the country. As a result, the Commission's mission to provide transportation projects and services is increasingly important in protecting and improving the quality of life for more than 2.5 million residents.

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

The region has demonstrated resiliency with the unemployment rate nearing pre-pandemic levels of 5% while geopolitical tensions continue to loom. However, given the factors occurring during the present time, sales tax revenues have stabilized from previous highs and have not dramatically decreased. Specifically, we continue to see strong online sales and robust performance within the restaurant sector offsetting decreases within both transportation and business sectors. As noted, Sales tax revenues are projected to stabilize in the near-term when compared to the most recently completed fiscal year. However, the Commission owned and operated toll facilities within the County (SR-91 and I-15 Express Lanes) continue to outpace revenue projections due to higher than anticipated traffic demand. Which has resulted in Toll Operations maintaining increased funding for surplus projects within its existing corridors while relieving Measure A to fund other key projects.

It is with this backdrop that RCTC presents its FY 2025/26 budget. Overall, while the budget assumes a stabilizing Measure A sales tax and continued higher than anticipated express lanes revenues, it also serves as the foundation for a smart and aggressive program to fund highway, regional arterial, and multimodal services. Staff has continued to identify funding sources to fund the Commission's initiatives while reducing its reliance on Measure A Sales Tax. Measure A continues to be the primary funding sources with funding projects, however staff has identified projects that can be funded by alternative sources such as toll revenue, resulting in Measure A providing additional capacity to fund projects.

RCTC is poised to deliver these necessary transportation infrastructure projects and programs to meet the needs of Riverside County's growing population and economy. Several economic forecasts predict modest economic growth in the upcoming year for the region due to recent high inflation levels and along with continued high interest rates. The combination of these factors will impact economic progress for the County. However, the Commission will attempt to mitigate this impact by ramping up infrastructure projects, which create jobs and economic opportunities. Furthermore, RCTC will take a leading role in that effort under the direction of our 34-member Commission, whose mission is to serve the taxpayers of Riverside County. Moreover, the Commission will continue to aggressively seek additional revenue from grants and other funding sources to meet the County's growing transportation needs.

FORECASTING FUTURE TRANSPORTATION NEEDS WHILE MEETING TODAY'S CHALLENGES

RCTC's voter-approved half-cent sales tax measure serves as a key revenue source for transportation funding in Riverside County. Historically, Measure A sales tax revenues have experienced stable growth year over year. However, since FY 2018/19 through the most recently completed FY 2023/24, Measure A sales tax has increased approximately 40% largely because of increases in online sales and legislation for taxation of e-commerce companies. Measure A revenues fund not only capital projects and multimodal services, but also local transportation priorities and needs. During FY 2025/26, the Commission has allocated \$78.9 million in funding to local cities and the County for locally-prioritized street and road improvements.

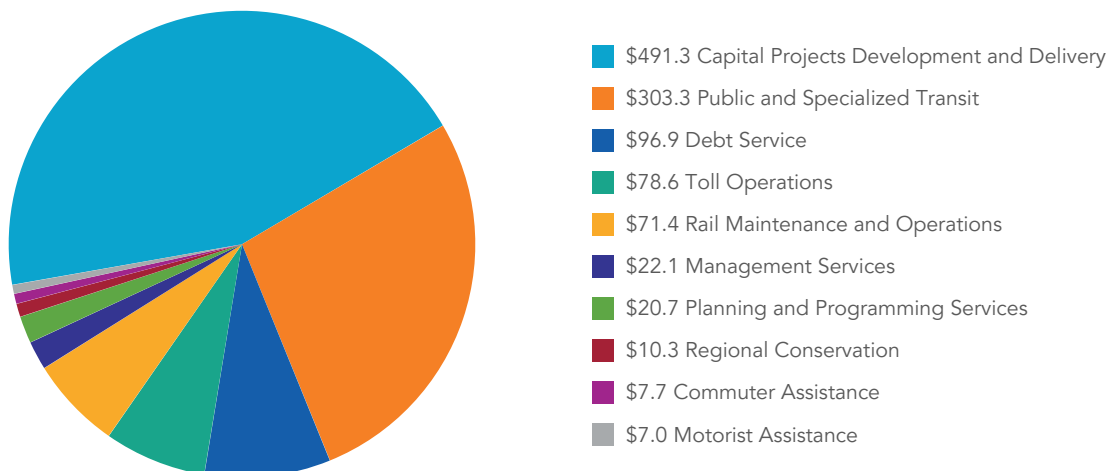
To augment Measure A funding, the Coachella Valley Association of Governments and the Western Riverside Council of Governments (WRCOG) administer Transportation Uniform Mitigation Fee (TUMF) programs to serve local and regional arterial needs. In the Coachella Valley, arterials are funded through a combination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

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

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

Chart 1 summarizes the Commission's overall budget of \$1,109.3 billion (excluding transfers out) for FY 2025/26 by program, including delivery of capital projects, administration, planning and programming, rail and transit operations, motorist and commuter assistance, toll operations, regional conservation, and debt service.

CHART 1 – FY 2025/26 BUDGET (IN MILLIONS \$)



BUILDING A BETTER FUTURE

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

During FY 2025/26, the Commission will invest \$518 million in capital projects (Chart 2) that include highway, regional arterial, local streets and roads, and rail projects. Riverside County is in a fortunate position, as significant pre-construction work has taken place with several projects and the Commission has successfully sought funding from a variety of funding sources to ensure a productive year.

Notable capital projects funded in FY 2025/26 include, but are not limited to the following:

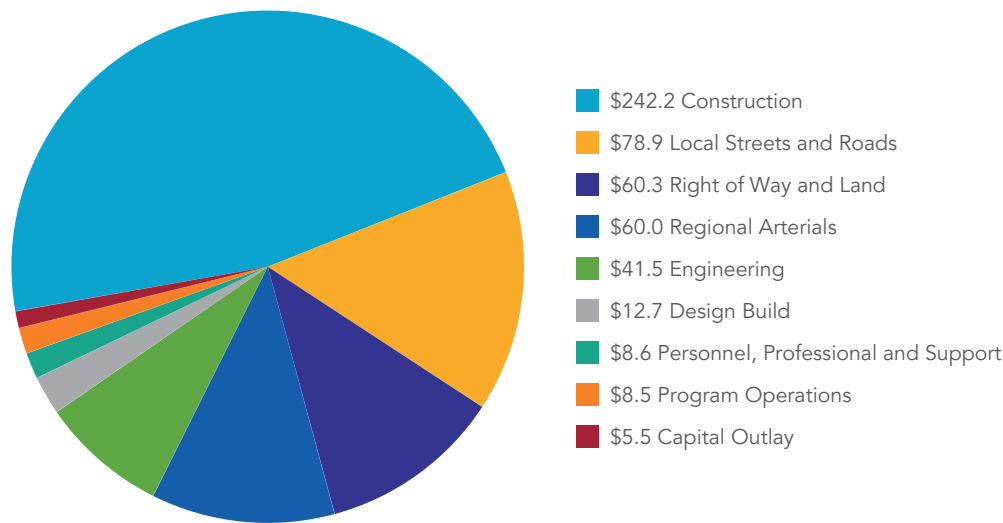
- Commencement of pre-National Environmental Policy Act (NEPA) station feasibility studies for the Coachella Valley Rail Corridor project
- Construction of Mid County Parkway (MCP) 3 project
- Construction of the Moreno Valley to Perris Double Track project
- Construction of the South Perris Station Expansion and 4th Layover Track project
- Close out of the Moreno Valley-March Field Station Upgrade project
- Construction of the 71/91 Connector
- Construction of the Interstate (I)-15 Smart Freeways project
- Construction of the Jurupa Avenue and McKinley Street grade separation projects
- Engineering and environmental revalidation for the Mead Valley Multimodal Metrolink Station
- Engineering and environmental revalidation for the State Route (SR) 79 Segment 3 project
- Engineering and environmental studies for the 15 Express Lanes Project – Southern Extension
- Engineering and environmental studies for the I-10/Highland Springs Avenue Interchange
- Engineering and environmental studies for the 91 Eastbound Corridor Operations project
- Project development for the additional segment of the MCP
- Right of way land purchases for various projects including MCP related projects and the 91 Corridor

Supporting partner projects include:

- Construction of SR-60 Potrero Interchange project
- Engineering and environmental studies for Santa Ana River Trail 1 - Phases 2, 2A, and 3 within Prado Basin
- Engineering and environmental studies for Santa Ana River Trail 2 - Phases 4 within Green River Golf Course
- Engineering and environmental studies for I-15/ Franklin Street Interchange
- Environmental document development for I-10 Highland Springs Interchange
- Project development for the I-15 Wildomar Trail Interchange project
- Project development for the I-15 Bundy Canyon Trail Interchange project
- Project development for the I-10 / SR-79 / SR60 Interchange project

The Commission is a project-driven agency. Capital project costs comprise 47% of the Commission's FY 2025/26 overall budget. Chart 2 illustrates the capital projects expenditures by function.

CHART 2 – CAPITAL PROJECTS (IN MILLIONS \$)



RCTC 15 EXPRESS LANES AND 91 EXPRESS LANES

RCTC operates two tolled Express Lanes totaling approximately 30 miles and up to eight lanes, providing the region an efficient alternative form of travel. Specifically, the 15 Express Lanes facility is located within the cities of Corona, Norco, Eastvale, and Jurupa Valley while the 91 Express Lanes facility is located in the City of Corona between the Orange County/Riverside County line and I-15. The Commission opened the 15/91 Express Lanes Connector in November 2023, completing the network of express lanes between the 91 Express Lanes and the 15 Express Lanes. The 15/91 Express Lanes Connector improved the flow of traffic for all motorists who travel through the 15/91 interchange.

Thanks to its prudent fiscal strategy and reserves set aside for debt service, the Commission’s near-term and mid- term debt service requirements are fully funded. Furthermore, operating revenues are outpacing projections, further enhancing the financial viability of these operations. In 2024, the Commission retired its Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the 15 Express Lanes, removing administrative burdens resulting from federal funding and significantly reducing the finance costs.

The express lanes serve as a key component to the region’s overall traffic congestion relief and multimodal goals.

PLANNING FOR THE NEEDS OF TODAY AND THE CHALLENGES OF TOMORROW

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

The TRP was intended to lay the foundation for the Commission to place a sales tax measure on the 2020 ballot for voter consideration. Due to the emergence of COVID-19 in early 2020, the Commission approved the TRP, but deferred action related to a sales tax measure. Since then, RCTC has continued to seek funding from state and federal sources for key projects. In 2023, the Commission directed staff to evaluate the 2020 TRP and update it based on new information, including new state and federal policies, state and federal funding opportunities, changes in project delivery costs and feasibility, and input from the County’s residents. The Commission approved the draft update and a public engagement program to help complete the public outreach and collect input from residents on the Plan. Culminating with the Commission’s approval for the 2024 TRP in July 2024. The community-informed input will assist the Commission as they explore a TRP funding strategy during the upcoming fiscal year.

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

A COMMITMENT TO RIVERSIDE COUNTY

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

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

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

ACKNOWLEDGMENTS

This budget document serves as a policy document, an operations guide, a financial plan, and a communications device. This budget provides the information necessary for the Commission to manage its resources in FY 2025/26. The preparation of this budget has been a collaborative effort of the Commission's staff. The budget reflects the Commission's desire to communicate the components of the budget in terms that are easily understandable and supportable for the public. Staff acknowledges and appreciates the guidance, inspiration, and leadership of the Commissioners in advancing the future of transportation in Riverside County.



Aaron Hake, Executive Director



Sergio Vidal, Chief Financial Officer

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COMMISSION INTRODUCTION

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

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

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

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

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

Acting in its capacity as the Riverside County Service Authority for Freeway Emergencies (SAFE), the Commission also provides a comprehensive motorist aid program designed to expedite traffic flow, enhance safety, and assist disabled motorists. Services include roving Freeway Service Patrol (FSP) services during peak traffic periods on the busiest highway segments and 511 traveler information. The Commission provides these services at no charge to motorists. A \$1 surcharge on vehicle registrations, a state allocation, and a portion of Senate Bill (SB) 1's increase in the state gas tax fund these services.

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

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

In March 2017, the Commission commenced toll operations on the RCTC 91 Express Lanes following the substantial completion of the State Route (SR) 91 corridor improvement project (91 Project). The Commission reached substantial completion on the (I)-15 Express Lanes project and commenced toll operations on the 15 Express Lanes in April 2021. The Commission reached substantial completion of the 15/91 Express Lanes connector, a tolled connector between the existing RCTC 91 Express Lanes and the 15 Express Lanes north of SR-91, and commenced toll operations in November 2023.

Effective January 1, 2021, RCTC became the managing agency for the RCA. RCTC is fully reimbursed by RCA for management and oversight costs. As the managing agency, RCTC provides strong management and places a high priority on the completion of the region's MSHCP.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION — LIST OF PRINCIPAL OFFICIALS

NAME	TITLE	AGENCY
Jose Medina	Member	County of Riverside, District 1
Karen Spiegel	Chair (Commission)	County of Riverside, District 2
Chuck Washington	Member	County of Riverside, District 3
V. Manuel Perez	Member	County of Riverside, District 4
Yxstian Gutierrez	Member	County of Riverside, District 5
Sheri Flynn	Member	City of Banning
Lloyd White	Member	City of Beaumont
Joseph DeConinck	Member	City of Blythe
Linda Molina	Chair (Budget and Implementation Committee)	City of Calimesa
Jeremy Smith	2nd Vice Chair (Commission)	City of Canyon Lake
Raymond Gregory	Vice Chair (Commission)	City of Cathedral City
Denise Delgado	Member	City of Coachella
Wes Speake	Member	City of Corona
Scott Matas	Member	City of Desert Hot Springs
Clint Lorimore	Member	City of Eastvale
Linda Krupa	Member	City of Hemet
Toper Taylor	Vice Chair (Toll Policy and Operations Committee)	City of Indian Wells
Waymond Fermon	Member	City of Indio
Brian Berkson	Chair (Toll Policy and Operations Committee)	City of Jurupa Valley
Kathleen Fitzpatrick	Member	City of La Quinta
Bob Magee	Member	City of Lake Elsinore
Bob Karwin	Member	City of Menifee
Ulises Cabrera	Member	City of Moreno Valley
Cindy Warren	Member	City of Murrieta
Fia Sullivan	Member	City of Norco
Jan Harnik	Member	City of Palm Desert
David Ready	Member	City of Palm Springs
Michael M. Vargas	Vice Chair (Western Riverside County Programs and Projects Committee)	City of Perris
Eve Fromberg Edelstien	Member	City of Rancho Mirage
Chuck Conder	Member	City of Riverside
Valerie Vandever	Vice Chair (Budget and Implementation Committee)	City of San Jacinto
James Stewart	Member	City of Temecula
Joseph Morabito	Chair (Western Riverside County Programs and Projects Committee)	City of Wildomar
Catalino Pining	Governor's Appointee	Caltrans, District 8

NAME	TITLE
Aaron Hake	Executive Director
David Knudsen	Deputy Executive Director
Sergio Vidal	Chief Financial Officer
Lisa Mobley	Director of Administrative Services/Clerk of the Board
Jeanette Flores	External Affairs Director
Lorelle Moe-Luna	Multimodal Director
Jillian Guizado	Planning and Programming Director
Erik Galloway	Project Delivery Director
Aaron Gabbe	Regional Conservation Director
Jennifer Crosson	Toll Operations Director
David Thomas	Toll Project Delivery Director

EXECUTIVE SUMMARY

INTRODUCTION

The budget for Fiscal Year (FY) 2025/26 is presented to the Board of Commissioners (Board) and the residents of Riverside County. The budget outlines the projects and programs the Commission plans to undertake during the year and appropriates expenditures to accomplish these tasks. The budget also shows the funding sources and fund balances for these projects and programs. This document serves as the Commission’s monetary guideline for the fiscal year. To provide the reader a better understanding of the projects and programs, staff included descriptive information regarding each department and major programs and projects. This budget is presented based on the best available economic information. The Board and staff will continuously monitor, assess, and re-prioritize the budgeted revenues and expenditures as necessary. The discussion in each department includes a review of accomplishments, major initiatives, and key assumptions.

POLICY GOALS AND OBJECTIVES

As approved at its March 12, 2025 meeting, the Commission is driven by four core mission statements and underlying goals for the residents of Riverside County and the transportation system upon which they rely:

QUALITY OF LIFE	
RCTC is focused on improving life for the people of Riverside County and empowering them to live life at their pace.	
Choice	RCTC empowers the residents of Riverside County to choose how to safely and efficiently get to where they are going.
Environmental Stewardship	RCTC supports environmental protection by implementing sustainable practices for its capital projects, as well as designing and operating energy efficient water conserving facilities. As the managing agency of the Western Riverside County Regional Conservation Authority and a permittee of the Multiple Species Habitat Conservation Plan, RCTC protects open space for county residents and conserves habitat of threatened and endangered species.
Mobility	RCTC provides access, equity, and choice in transportation; RCTC is a multimodal mobility partner.
Equity	RCTC supports transportation services and projects that address inequities, especially those in rural, low income, and disadvantaged communities.
Access	RCTC projects and programs are the connection to employment, housing, schools, community institutions, parks, medical facilities, and shopping in the region, and should be equitably accessible to all communities served.
Goods Movement	RCTC facilitates the funding and delivery of projects that mitigate the impact of increased goods movement flow through Riverside County and advocates for a reasonable balance between the need to maintain the supply chain and to protect public health. RCTC identifies solutions to reduce truck congestion and community impacts from the flow of goods from nearby ports.
Public Engagement	RCTC is dedicated to engaging Riverside County residents through ongoing two-way public communication and outreach.

OPERATIONAL EXCELLENCE

RCTC is a responsible and conservative steward of taxpayer dollars.

State of Good Repair	RCTC provides funding for road safety and maintenance within its residents' neighborhoods as well as sustainable practices to maintain its stations and facilities.
Promises Fulfilled	Projects are completed on-time and on-budget; RCTC delivers on its promises as a steward of Riverside County residents' investment.
Efficiency	RCTC operates in an efficient and cost-effective manner.
Innovation	RCTC seeks to implement innovative transportation solutions.
Information	RCTC seeks to provide timely, transparent, and easily accessible information to the public; ensuring residents receive prompt, dependable, and quality service.

CONNECTING THE ECONOMY

RCTC is a driver of economic growth in Riverside County.

Workforce Mobility	RCTC improves the economy by creating a robust workforce-to-workplace system; RCTC fosters workforce development by improving transportation access from housing to employment and education centers.
Population Growth	Riverside County's population has quadrupled from 550,000 to nearly 2.5 million since 1976. RCTC has been responsible for anticipating and accommodating this growth while supporting the County's economy. RCTC is mindful of and strives to be responsive to each geographic area's unique needs.
Economic Impact	RCTC has invested over \$5.2 billion in the County's economy in both Measure A and toll revenues, which has a multiplier impact in terms of jobs and economic opportunity throughout Riverside County.

RESPONSIBLE PARTNER

RCTC partners with local, tribal, regional, and state governments to deliver transportation projects and programs.

Streets and Roads	RCTC has invested over \$1.5 billion in local priorities for maintaining streets and roads and fixing potholes.
Transit	RCTC partners with transit operators to provide residents mobility choices, flexibility, intercity and inter-county connectivity, and access.
Active Transportation Facilities	RCTC continually improves its stations for better bicycle and pedestrian access and partners with agencies within the County to promote active transportation alternatives, including the building of regional trails and bicycle and pedestrian facilities in accordance with local general plans and active transportation plans.
Grants	RCTC is a steward of state and federal grants to leverage Measure A dollars and improve mobility for our communities.
Local Value of Measure A	RCTC invests Measure A dollars into projects and programs that benefit local communities throughout the County.
Partnerships	RCTC strives to form collaborative partnerships with key stakeholders in both the public and private sector to ensure support for projects and programs, relief from regulations, and to find solutions for shared challenges.

Staff used these core mission statements and goals to prepare this budget and develop the following short-term objectives to further guide the planning for the FY 2025/26 budget.

CAPITAL AND TOLL PROJECT DEVELOPMENT AND DELIVERY

- Continue preliminary engineering, design, right of way acquisition, and/or construction of projects included in the Western County Highway Delivery Plan and development of those projects that improve operations of Metrolink commuter rail service.
- Continue as the lead agency for delivering the Coachella Valley Rail corridor (CV Rail corridor) project .
- Finalize Project Approval and Environmental Document (PA&ED) and begin preliminary design of the I-15 Express Lanes-Southern Extension (ELPSE) project.
- Commence Plans, Specifications, and Estimates (PS&E) and right of way acquisition for the SR-79 corridor project, segment 3.
- Commence construction of the Mid County Parkway (MCP) 3 project.
- Commence PS&E and right of way acquisition for the SR-91 Eastbound Corridor Operations (91 ECOP) project.
- Continue to support operations planning and design of projects led by other agencies.
- Continue as lead agency for partner agency projects, continue preliminary engineering of the I-10/Highland Springs Avenue Interchange project, continue environmental clearance, design, and construction efforts for the Santa Ana River Trail, continue final design and begin construction on the SR-60/Potrero Boulevard interchange phase II project, commence design of the I-15/Franklin interchange project, and commence development of project study reports for I-15/Wildomar Trail and I-15/Bundy Canyon Road interchanges.
- Consider opportunities to implement technology-based strategies, or smart freeway projects, to manage traffic, reduce congestion and pollution, increase safety, and improve the quality of commutes. Continue implementation of the Smart Freeway project on I-15 in Temecula.
- Maintain and enhance communication and collaboration with the California State Transportation Agency (CalSTA), California Transportation Commission (CTC), and California Department of Transportation (Caltrans) to improve the Commission's ability to deliver critical projects.
- Collaborate with local jurisdictions to implement Transportation Uniform Mitigation Fee (TUMF) regional arterial program projects and facilitate the delivery of eligible arterial improvements in western Riverside County (Western County).
- Continue active engagement in state and federal efforts to streamline and modernize the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) to improve the Commission's ability to deliver critical projects.

OPERATIONS

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

REGIONAL PROGRAMS

- Proactively engage state and federal legislators and agencies to advance principles identified in the adopted Legislative Platform to ensure that the Commission receives due consideration for transportation projects and funding for key regional needs and mobility choice.
- Monitor transit trends and the associated economic, social, and public health factors that impact ridership and create barriers to transit growth.
- Continue to subsidize reliable and cost-effective Metrolink commuter rail service, operated by SCRRA, to and from Riverside County.
- Provide continued leadership in the planning and development for the CV Rail corridor.

- Support innovative programs that provide transit assistance in rural areas as well as for riders with specialized transit needs.
- Promote cost controls and operating efficiency for transit operators as well as supporting regional goals to reduce congestion and improve air quality and mobility options for all users.
- Maintain effective partnerships among commuters, employers, and government to increase the efficiency of our transportation system by encouraging and promoting telework and motorized and non-motorized transportation alternatives such as vanpools.

MANAGEMENT SERVICES

- Maintain close communication with Commissioners and educate policy makers on all issues of importance to the Commission including Measure A and key Commission funding sources.
- Develop and execute a communication, public information, and community engagement strategy for the purposes of education, partnership building, information sharing, and customer service.
- Maintain administrative program delivery costs below the policy threshold of 4% of Measure A revenues; the FY 2025/26 Management Services budget is 2.00% of Measure A revenues.
- Maintain administrative salaries and benefits at less than 1% of Measure A revenues; the FY 2025/26 administrative salaries and benefits is 0.62% of Measure A revenues.
- Maintain prudent cash reserves to provide for unplanned expenditures or economic downturns.
- Continue communicating current and anticipated financial performance for RCTC issued debt financings ensuring the corresponding rating is achieved and issued by the applicable rating agencies.
- Establish and maintain revenues and related reserves generated from toll operations to be available for debt service in accordance with toll supported debt agreements, maintenance, repair and rehabilitation, administration, operations, and capital projects within the corridor.

LINKING COMMISSION AND DEPARTMENTAL MISSION STATEMENTS

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

TABLE 1 – RELATIONSHIP BETWEEN COMMISSION AND DEPARTMENTAL MISSION STATEMENTS

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

BUDGET OVERVIEW

The FY 2025/26 budget includes revenues of \$953,382,400 and transfers in of \$298,363,700 for total sources of \$1,251,746,100 (Table 2). The FY 2025/26 budget includes expenditures/expenses of \$1,109,266,700 and transfers out of \$298,363,700 for total uses of \$1,407,630,400 (Table 3).

The upcoming FY 2025/26 budget anticipates utilizing \$155,884,300 in fund balance reserves. Specifically, the use of fund balance is projected to fund multi-year projects as follows: Regional Arterial projects funded by both Transportation Uniform Mitigation Fees (TUMF) and Measure A regional arterial funds (Western county and Coachella Valley; Transit operating and capital disbursements utilizing both Local Transportation Funds (LTF) and State Transit Assistance (STA) funds; Mid County Parkway (MCP) projects; capital projects and station maintenance and rehabilitation (e.g., Mead Valley and Riverside Downtown stations); and programmed SB 125 transit capital and grade separation projects.

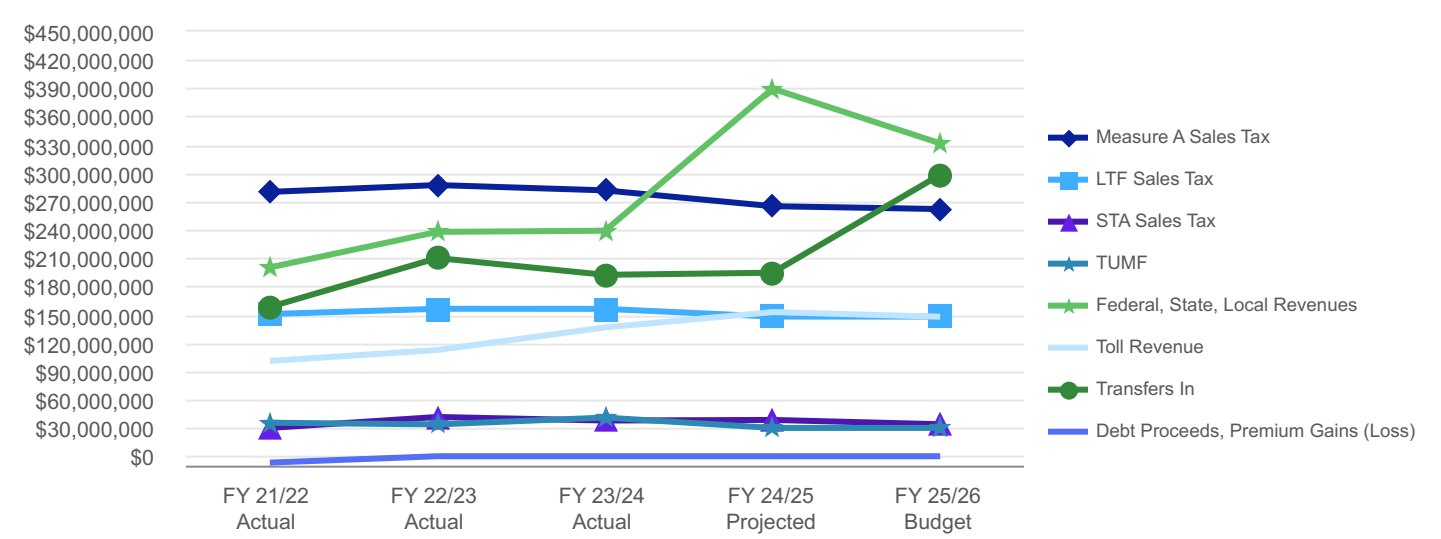
Total Sources (Table 2) are budgeted at \$1,251,746,100, a 9% increase over FY 2024/25 budget. The increase is a result of higher intergovernmental revenues related to the following projects: SR-79 realignment, MCP #3, Smart Freeway, 15 Express Lanes — Southern Extension, eastbound 91 Express Lanes to McKinley Avenue, eastbound 91 Express Lanes corridor operations project (COP), Santa Ana River Trail, rail station rehabilitation, Coachella Valley rail station planning and development, I-10 Highland Springs interchange, I-15/Franklin Street interchange, I-15 Bundy Canyon Road interchange, I-15 Wildomar Trail interchange, SR-60/Potrero Boulevard interchange phase II, and SB 125 projects, offset by a decrease in reimbursements for the SR-71/91 interchange project due to the near completion of the project; increase in Toll, Penalties, and Fees for the RCTC 91 Express Lanes and 15 Express Lanes due to continued out-performance of traffic and revenue expectations; and anticipated investment income due to projected higher investment yields and cash balances. Total sources are comprised of revenues of \$953,382,400 and transfers in of \$298,363,700.

TABLE 2 – SOURCES FY 2024-2026

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Measure A Sales Tax	\$	281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1%
LTF Sales Tax		156,212,500	148,000,000	148,000,000	148,000,000	–	0%
STA Sales Tax		37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13%
Intergovernmental		162,910,700	277,348,300	325,748,800	286,300,200	8,951,900	3%
TUMF Revenue		40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Tolls, Penalties, and Fees		136,556,800	119,373,000	152,776,700	147,857,700	28,484,700	24%
Other Revenue		1,352,800	767,500	4,799,000	949,900	182,400	24%
Investment Income		74,755,400	33,880,600	59,031,400	44,392,100	10,511,500	31%
Contribution		–	9,000,000	11,727,300	–	(9,000,000)	-100%
Transfers In		192,278,300	224,429,100	194,510,400	298,363,700	73,934,600	33%
TOTAL Sources	\$	1,084,663,500	\$ 1,146,325,100	\$ 1,230,074,000	\$ 1,251,746,100	\$ 105,421,000	9%

Riverside County has specific competitive advantages over nearby coastal counties (Los Angeles, Orange, and San Diego), including housing that is more available and affordable, as well as plentiful commercial real estate and land available for development at lower costs. Riverside County's economy is benefiting from employment gains that are a function of the County's ability to attract businesses with lower commercial rents and a skilled labor force. Population migration to the Inland Empire (i.e., Riverside and San Bernardino counties) occurred due to these employment opportunities and a lower cost of living compared to the coastal counties. Stability in the local labor and housing markets have contributed to sales tax revenue stability as noted on Chart 3.

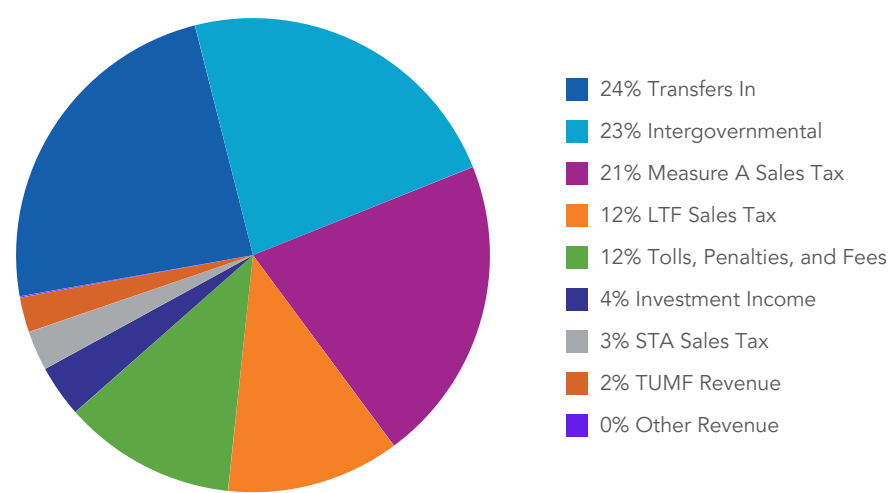
CHART 3 – SOURCES: FIVE-YEAR TREND



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

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

CHART 4 – SOURCES: MAJOR CATEGORIES



After considering the state of the local economy, staff projects Measure A sales tax revenues of \$262,000,000 for FY 2025/26. This is 1% decrease from the FY 2024/25 projection of \$265,000,000. Generally, the Commission reassesses its sales tax revenue projections at midyear based on the economy and revenue trends; however, the Commission anticipates more frequent reviews throughout FY 2025/26 as other key economic indicators become known such as the region’s inflation and unemployment rate, along with impacts (if any) resulting from macro economic factors which affect the local economy.

On behalf of the County, the Commission administers the LTF for public transportation needs, local streets and roads, and bicycle and pedestrian facilities. The majority of LTF funding received by the County and available for allocation is distributed to all public transit operators in the County. The Commission receives allocations for administration, planning, and programming in addition to funding for Western County rail operations included in the commuter rail Short Range Transit Plan (SRTP). LTF sales tax revenue is budgeted at \$148,000,000, and remains unchanged from the FY 2024/25 \$148,000,000 projection.

A statewide sales tax on motor vehicle diesel fuel generates STA funds, which the State Controller allocates by formula to the Commission for allocations to the County's public transit operators. SB 1 provides additional STA revenues, including State of Good Repair (SGR) funds for transit maintenance, rehabilitation, and capital projects. The FY 2025/26 STA/SGR allocations, based on recent State estimates, is \$33,882,500.

Intergovernmental revenues include reimbursement revenues from federal sources of \$82,643,100, state sources of \$116,380,100, and local agencies of \$87,277,000 for highway and rail capital projects, rail operations and station maintenance, commuter assistance, and motorist assistance programs as well as planning and programming activities. The increase of 3% in FY 2025/26 compared to the FY 2024/25 budget is related to state reimbursements primarily related to the MCP projects, SR-60/Potrero Boulevard interchange phase II project, south Perris station layover facility expansion, and SB 125 grade separation and transit projects. Other state reimbursements will fund Regional Early Action Plan (REAP 2.0), Freeway Service Patrol (FSP), Service Authority for Freeway Emergencies (SAFE), and station rehabilitation and improvement projects. Federal reimbursements provide funding for the I-15 Express Lanes — Southern Extension, 91 ECOP, MCP, Smart Freeways, CV Rail planning and station development, and station rehabilitation and improvement projects. Local reimbursements will fund the 91 ECOP, 91 Express Lanes eastbound to McKinley project, SR-79 project, Santa Ana River Trail Extension, SR-60/Potrero Boulevard interchange phase II project, I-15/Franklin Street interchange project, I-15 Bundy Canyon Road interchange, I-15 Wildomar trail interchange, continued funding for prior year approved regional arterial projects, rideshare services, and regional conservation. Reimbursement revenues vary from year to year depending on project activities and funding levels.

Based on an amended Memorandum of Understanding (MOU) with the WRCOG, the Commission receives 45.7% of TUMF revenues (as updated by the most recent Nexus study). TUMF represents fees assessed on new residential and commercial development in Western County. The Commission projects FY 2025/26 TUMF fees at \$30,000,000.

Toll, Penalties, and Fees are anticipated to increase \$28,484,700 or 24% percent in the FY 2025/26 budget when compared to the FY 2024/25 revised budget. The increase is due to both the SR-91 and I-15 Express Lanes exceeding expectations from a revenue perspective following increased traffic within the corridors.

FY 2024/25 marked the eighth complete fiscal year of toll operations for the RCTC 91 Express Lanes following substantial completion of the 91 Project in March 2017. Since opening and through February 2020, the RCTC 91 Express Lanes traffic and toll revenues surpassed initial 2013 financing assumptions and an updated Riverside County 91 Express Lanes Extension Investment Grade Traffic and Revenue Study approved by the Commission in December 2018. The Commission estimates FY 2025/26 toll revenues, penalties and fees of \$94,751,000, a decrease from the FY 2024/25 projected revenues of \$99,748,300, due to the implementation of dynamic pricing. However, the FY 2025/26 increase from the FY 2024/25 budget by \$14,057,000 is due to increased traffic within the corridor.

FY 2024/25 marked the fourth full year of toll operations for the 15 Express Lanes following substantial completion of the I-15 Express Lanes project and opening of the 15 Express Lanes in April 2021. For FY 2025/26, the Commission projects \$53,106,700 in toll revenues, penalties and fees for the 15 Express Lanes and reflects an increase from the FY 2024/25 projected revenues of \$53,028,400. The FY 2025/26 budget is an increase from the FY 2024/25 budget by \$14,427,700 due largely to higher congestion within the southern corridor of the enterprise.

Other revenue of \$949,900 includes property management generated from properties acquired in connection with various highway and rail properties.

The Commission anticipates a 31% increase in FY 2025/26 investment income from the FY 2024/25 budget due to higher investment yields and cash balances. The FY 2025/26 budget conservatively estimates investment income at a 3% investment yield.

Contributions in FY 2025/26 reflects an 100% decrease when compared to FY 2024/25, related to the one-time payment of the I-15 Express Lanes initial Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan which was paid off in October 2024. Specifically, FY 2024/25 Contributions resulted from a loan and accrued interest funded by Measure A and payable by the I-15 Express Lanes, as required by TIFIA, which was waived in connection with pay off of I-15 TIFIA Loan.

Transfers in of \$298,363,700 primarily relate to the transfer of Transit funding (funded by LTF and STA) for general administration, planning and programming, rail operations, and rail station rehabilitation and development projects; approved interfund allocations for specific projects and administrative cost allocations; Inter-fund loan repayment by the I-15 Express Lanes to Western County Measure A funds; and debt service requirements from highway, new corridors, and TUMF CETAP funds.

Total uses (Table 3), including transfers out of \$298,363,700, are budgeted at \$1,407,630,400 a 6% decrease from the prior year budget amount of \$1,501,201,400. Program expenditures and transfers out totaling \$1,268,564,100 represent 90% of total budgeted uses in FY 2025/26. Program costs increased 6% from \$1,197,081,800 in FY 2024/25 due to projects and programs identified below.

TABLE 3 – USES FY 2024-2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Capital Highway, Rail, and Regional Arterials	\$ 362,601,100	\$ 556,960,000	\$ 359,301,600	\$ 507,961,300	\$ (48,998,700)	-9%
Capital Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Commuter Assistance	3,622,900	7,846,200	4,703,200	8,017,600	171,400	2%
Debt Service	91,416,000	272,686,800	272,673,400	96,921,200	(175,765,600)	-64%
Management Services	20,583,800	31,432,800	23,519,700	42,145,100	10,712,300	34%
Motorist Assistance	4,942,400	6,655,500	5,285,800	7,648,500	993,000	15%
Planning and Programming	11,073,100	23,731,300	16,064,000	23,221,600	(509,700)	-2%
Public and Specialized Transit	172,821,800	388,793,100	225,685,500	365,881,900	(22,911,200)	-6%
Rail Maintenance and Operations	32,545,700	66,935,300	50,032,800	76,285,200	9,349,900	14%
Regional Conservation	8,863,200	14,213,700	10,907,300	13,441,500	(772,200)	-5%
Toll Operations	65,714,100	51,977,500	39,682,900	187,214,600	135,237,100	260%
TOTAL Uses	\$ 859,210,900	\$ 1,501,201,400	\$ 1,087,973,200	\$ 1,407,630,400	\$ (93,571,000)	-6%

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

Capital highway, rail, and regional arterials budgeted uses of \$507,961,300 are 9% lower compared to the FY 2024/25 budget due to decreases in project activities related to the 71/91 Connector, SR-60 Truck Lanes, and Smart Freeways projects. Additionally the 15/91 Express Lanes connector and I-15 Express Lanes — southern extension projects that have been moved to the Toll Operations program effective FY 2025/26; offset by increases in project activity for the SR-79 project activities, MCP, Western County 2009 Measure A and TUMF regional arterial projects, and rail station development and rehabilitation projects.

Local streets and roads expenditures of \$78,891,900 reflect a decrease of \$1,077,300 over the FY 2024/25 budget and represent the disbursement of 2009 Measure A sales tax revenues to local jurisdictions for the construction, repair, and maintenance of local streets and roads.

Commuter assistance budgeted expenditures of \$8,017,600 are 2% higher than the FY 2024/25 budget due to launching of a new transit trainer program and potential strategic Transportation Demand Management (TDM) Plan.

Debt service of \$96,921,200 is less than the FY 2024/25 budget due to the one-time pay off in October 2024 for the TIFIA Loan related to the 15 Express Lanes.

Management services expenditures of \$42,145,100 increased 34% due to county-wide transportation relief planning, increases in risk and insurance management, and a funding transfer for debt service payments related to the Commission's Measure A Sales Tax debt obligation.

Motorist assistance expenditures of \$7,648,500 increased 15% primarily due to anticipated FSP towing cost increases.

Planning and programming budgeted expenditures of \$23,221,600 decreased 2% due to decreased projects and operation activities in connection with LTF disbursements for planning and programming, and special studies related to REAP 2.0 and toll lanes.

Public and specialized transit budgeted expenditures of \$365,881,900 are 6% lower than the FY 2024/25 budget due to anticipated operating and capital allocation needs by transit operators, including SB 125 transit capital projects. The FY 2025/26 budget reflects SB 125 funding for engineering in the amount of \$21,800,000, construction of \$45,000,000, and right of way of \$231,000 approved through an amendment to the Budget Act of 2023, which provided formula Transit and Intercity Rail Capital Program (TIRCP) and Zero-Emission Transit Capital Program (ZETCP) to funding agencies such as the Commission. TIRCP funds are eligible for transit operations and capital improvements as well as other grade separations. ZETCP funds are only available to public transit operators eligible to receive STA funds.

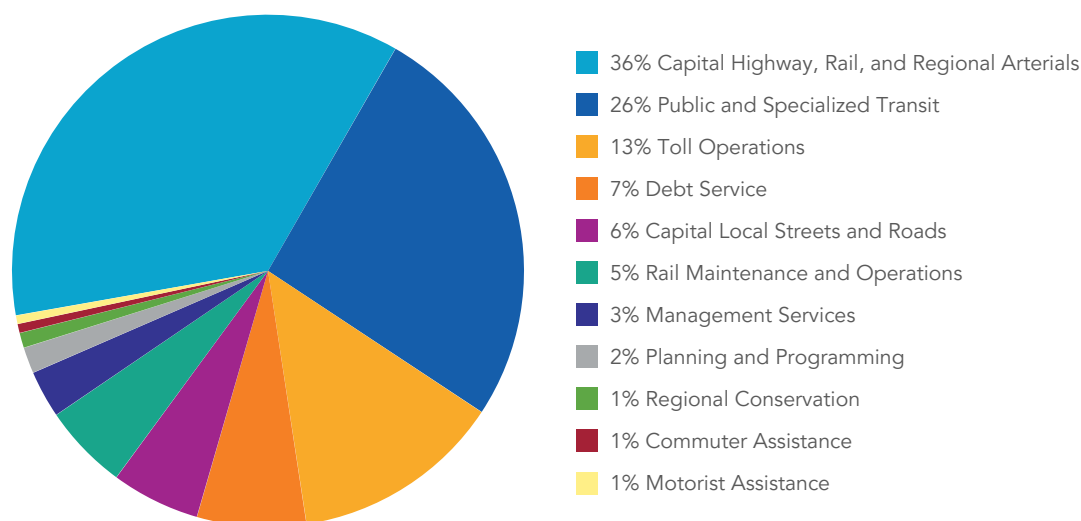
The rail maintenance and operations budgeted expenditures of \$76,285,200 are 14% higher than the FY 2024/25 budget due to CV Rail service development plan, rail station security guards, maintenance and repairs, utilities, and a transfer to rail operations for the Metrolink Perris Valley line from Measure A.

Regional conservation budgeted expenditures of \$13,441,500 reflects a fourth full year serving as the managing agency for the RCA. FY 2025/26 reflects an decrease of \$772,200 or 5% due to monitoring and management contracts. RCA will reimburse the Commission 100% of the costs incurred to manage the RCA.

Toll operations expenses are budgeted at \$187,214,600 reflects a 260% increase when compared to the FY 2024/25 Budget primarily due to the following operating transfers: SR-91 Express Lanes transfers for projected surplus for FY 2024/25 and required repair and rehabilitation (R&R) funding; I-15 Express Lanes transfers for repayment of the inter-fund loan to Measure A in connection with the pay off of the TIFIA Loan. Other cost increases are related to management of operations, maintenance, and capital support of the RCTC 91 Express Lanes and 15 Express Lanes. The increase is also related to the inclusion of the 15/91 Express Lanes Connector and I-15 Express Lanes Southern Extension project from the Measure A Western County highway fund. Professional costs increased \$4,128,500 related to the 91 Express Lanes Toll Feasibility project, 91 Express Lanes pavement rehabilitation, and traffic and revenue study for the 15 Express Lanes project Southern Extension. Projects and operations increased 108% due to program management, engineering, right of way, and design build expenses for the 91 ECOP, 15/91 Express Lanes Connector, 15/91 Express Transit Connector, 91 Express Lanes pavement rehabilitation, 91 Express Lanes roadway repair and rehabilitation, and 15 Express Lanes Southern Extension project. Capital outlay increased \$1,182,000 for office and property improvements.

Chart 5 is an illustration of total uses included in the FY 2025/26 budget by major categories.

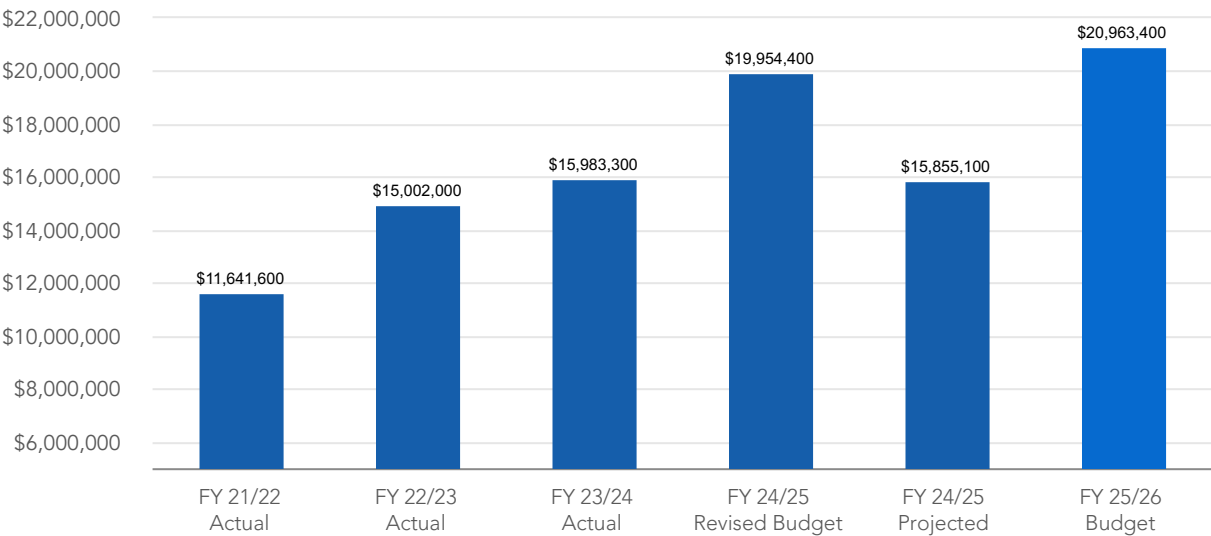
CHART 5 – USES: MAJOR CATEGORIES



COMMISSION PERSONNEL

The Commission’s salaries and benefits total \$20,963,400 for FY 2025/26. This represents an increase of \$1,009,000 or 5% over the FY 2024/25 budget of \$19,954,400 (Chart 6). The increase is reflective of a 1.0 full-time equivalent (FTE) position related to the addition of a Planning and Programming Manager; reclassification and salary adjustments of one FTE for the Human Resources Specialist from a Human Resources Assistant; a 4% pool for performance merit-based salary increases; and a 3% annual salary range structure cost of living adjustment (COLA). The COLA only applies to the to the Commission’s salary range structure and is not automatically applied to the current employees’ salaries. In June 2019, the Board approved the COLA will be predicated on the percent change in the Consumer Price Index (CPI) – All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, rounded to the nearest half percent, with a maximum adjustment of 4%. The COLA will be equal to the CPI, but no less than 0% and no greater than 4%. The CPI for the All Urban Wage Earners, covering Riverside, CA for the 12-month period ending December 31, 2024 was 2.6%. In accordance with the Board’s action, CPI was rounded up to 3% and applied to the Commission’s salary range structure for FY 2025/26. Significant variances in prior years (Chart 6) are primarily due to reorganization of the toll program, the addition of three new positions, and a full year serving as the managing agency for the RCA in FY 2021/22; an increase to the Commission’s contribution to employee health benefits in FY 2022/23; a 4% pool for performance merit-based salary increases; and a 3% annual salary range structure COLA in FY 2023/24; and the addition of three new FTE positions, and the reclassification of four existing positions in FY 2024/25. The Commission’s salary schedule for FY 2025/26 is included in Appendix B and complies with Government Code §20636 “Compensation Earnable” and California Code of Register §570.5, “Requirements for a Publicly Available Pay Schedule.”

CHART 6 – SALARIES AND BENEFITS COST: FIVE-YEAR COMPARISON

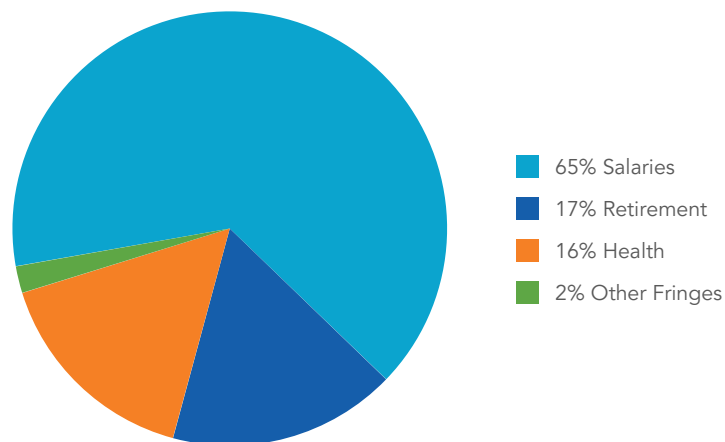


The 85 FTE positions included in the FY 2025/26 budget (Table 4) reflects an increase of one FTE for a Planning and Programming Manager and the reclassification of one FTE for the Human Resources Specialist from a Human Resources Assistant from the FY 2024/25 budget. Management continues its commitment with its intent for the Commission’s enabling legislation requiring a lean organization. The Commission will continue providing staff the tools needed to ensure an efficient and productive work environment. However, small should not be viewed in an absolute context; it is relative to the required tasks and the demands to be met.

TABLE 4 – FULL-TIME EQUIVALENTS BY DEPARTMENT FY FY 2024 - 2026

	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Executive Management	0.6	0.9	2.1
Administration	7.8	11.3	10.2
External Affairs	4.0	4.1	3.6
Finance	12.9	11.1	11.5
Planning and Programming	5.8	6.4	6.3
Rail Maintenance and Operations	3.9	4.5	4.7
Public and Specialized Transit	2.8	3.0	3.3
Commuter Assistance	1.4	1.2	1.4
Motorist Assistance	0.8	1.2	1.0
Regional Conservation	16.9	17.6	16.7
Capital Project Development and Delivery	12.4	13.7	12.1
Toll Operations	7.7	9.0	12.1
TOTAL	77.0	84.0	85.0

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

CHART 7 – PERSONNEL SALARIES AND BENEFITS

DEPARTMENT INITIATIVES

Staff prepared each department's budget based on key assumptions, accomplishments in FY 2024/25, major initiatives for FY 2025/26, and department goals and related objectives. Tables 5 through 16 present the key initiatives and summary of expenditures/expenses for each department. The department budgets section contains detailed discussions about each department.

EXECUTIVE MANAGEMENT

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

TABLE 5 – EXECUTIVE MANAGEMENT

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	611,000	\$ 622,700	\$ 622,200	\$ 690,800	\$ 68,100	11%
Professional		73,700	2,300,000	200,000	3,220,000	920,000	40%
Support		85,000	231,400	183,800	637,600	406,200	176%
TOTAL	\$	769,700	\$ 3,154,100	\$ 1,006,000	\$ 4,548,400	\$ 1,394,300	44%

ADMINISTRATION

- Provide high quality support services to the Commission and to internal and external customers.
- Maintain an accurate and efficient electronic records management system.
- Provide timely communications and high-quality support services to Commissioners.
- Update technology to improve internal processes and interaction with the public.
- Support and develop a motivated workforce with a framework of activities and practices that comply with employment laws and regulations.
- Manage a centralized procurements process in order to strengthen controls and ensure consistency in the application of procurement policies and procedures and adherence to applicable laws and regulations.
- Support outreach activities to encourage disadvantaged business enterprise (DBE) and small business enterprise (SBE) participation in various contracts.

TABLE 6 – ADMINISTRATION

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	1,203,900	\$ 2,051,300	\$ 1,766,600	\$ 1,990,300	\$ (61,000)	-3%
Professional		1,162,400	2,208,000	1,838,900	2,320,000	112,000	5%
Support		1,109,400	3,956,600	2,984,300	4,055,800	99,200	3%
Capital Outlay		53,500	2,150,000	880,000	1,300,000	(850,000)	-40%
TOTAL	\$	3,529,200	\$ 10,365,900	\$ 7,469,800	\$ 9,666,100	\$ (699,800)	-7%

EXTERNAL AFFAIRS

- Develop effective partnerships with transportation providers and community stakeholders to communicate a unified message to Congress, State Legislature, and to other state and federal officials regarding mobility and transportation funding needs.
- Advocate on behalf of Riverside County's interests and local authority associated with the planning, programming, and delivery of transportation improvements, especially as it relates to the State's continued incorporation of competing priorities, ranging from climate goals to housing goals, into transportation policies and funding programs.
- Advocate policy positions in the State Legislature and in Congress that advance the County's transportation interests.
- Continue a leadership role in formulating a countywide direction on federal and state transportation policies.
- Use latest platforms to support a robust public communication and engagement effort focusing on accessible and transparent communication of the Commission's projects and programs.
- Engage with and seek understanding of the Riverside County's community-based stakeholders to build trust and gain support to inform the decision-making process.
- Build awareness and support for the RCA and the implementation of the MSHCP.

TABLE 7 – EXTERNAL AFFAIRS

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	824,700	\$ 955,400	\$ 955,300	\$ 850,800	\$ (104,600)	-11%
Professional		532,700	950,500	797,000	976,300	25,800	3%
Support		44,500	286,500	113,100	307,800	21,300	7%
TOTAL	\$	1,401,900	\$ 2,192,400	\$ 1,865,400	\$ 2,134,900	\$ (57,500)	-3%

FINANCE

- Proactively monitor, assess, manage, and minimize financial impacts on the Commission's programs and projects to the maximum extent possible.
- Continue appropriate uses of long- and short-term financing to advance the Commission's 2009 Measure A projects.
- Provide support to the RCTC 91 Express Lanes and 15 Express Lanes toll operations contractor back offices to ensure the proper accounting of toll revenues and operations and maintenance costs.
- Keep abreast of Governmental Accounting Standards Board (GASB) technical activities affecting the Commission's accounting and financial reporting activities and implement new pronouncements.
- Upgrade the Enterprise Resource Planning (ERP) system to benefit all staff in the management of accounting and project information to facilitate automation of a paperless workflow system.
- Continue software implementations and updates that enhance process improvements and streamline efficiencies.
- Protect the Commission's cash resources by regular monitoring of short and long-term investment practices to ensure consistency with Commission approved investment policy.

TABLE 8 – FINANCE

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	2,195,100	\$ 2,080,700	\$ 1,589,000	\$ 2,400,500	\$ 319,800	15%
Professional		1,124,700	2,021,500	1,142,100	1,739,300	(282,200)	-14%
Support		1,496,700	466,600	350,800	530,700	64,100	14%
Capital Outlay		49,100	1,058,000	70,000	1,055,000	(3,000)	0%
Transfers Out		10,017,400	10,093,600	10,026,600	20,070,200	9,976,600	99%
TOTAL	\$	14,883,000	\$ 15,720,400	\$ 13,178,500	\$ 25,795,700	\$ 10,075,300	64%

PLANNING AND PROGRAMMING

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

TABLE 9 – PLANNING AND PROGRAMMING

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	1,571,500	\$ 1,687,300	\$ 917,800	\$ 1,706,800	\$ 19,500	1%
Professional		1,078,800	640,000	295,100	143,000	(497,000)	-78%
Support		476,300	117,500	63,800	57,900	(59,600)	-51%
Projects and Operations		7,265,000	18,085,600	13,329,500	18,839,700	754,100	4%
Capital Outlay		117,000	80,000	23,900	–	(80,000)	-100%
Transfers Out		564,500	3,120,900	1,433,900	2,474,200	(646,700)	-21%
TOTAL	\$	11,073,100	\$ 23,731,300	\$ 16,064,000	\$ 23,221,600	\$ (509,700)	-2%

RAIL MAINTENANCE AND OPERATIONS

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

TABLE 10 – RAIL MAINTENANCE AND OPERATIONS

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	877,400	\$ 1,128,800	\$ 916,200	\$ 1,244,600	\$ 115,800	10%
Professional		428,600	926,600	656,200	6,123,500	5,196,900	561%
Support		2,624,000	3,771,100	3,343,900	3,888,800	117,700	3%
Projects and Operations		28,032,900	59,402,500	44,383,100	60,088,500	686,000	1%
Capital Outlay		30,800	60,000	8,000	10,000	(50,000)	-83%
Transfers Out		552,000	1,646,300	725,400	4,929,800	3,283,500	199%
TOTAL	\$	32,545,700	\$ 66,935,300	\$ 50,032,800	\$ 76,285,200	\$ 9,349,900	14%

PUBLIC AND SPECIALIZED TRANSIT

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

TABLE 11 – PUBLIC AND SPECIALIZED TRANSIT

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	552,200	\$ 696,500	\$ 619,300	\$ 779,100	\$ 82,600	12%
Professional		218,300	3,222,100	836,600	1,482,600	(1,739,500)	-54%
Support		121,300	254,200	163,500	245,500	(8,700)	-3%
Projects and Operations		136,128,000	327,673,900	177,950,600	300,620,400	(27,053,500)	-8%
Capital Outlay		84,000	150,000	65,000	217,200	67,200	45%
Transfers Out		35,718,000	56,796,400	46,050,500	62,537,100	5,740,700	10%
TOTAL	\$	172,821,800	\$ 388,793,100	\$ 225,685,500	\$ 365,881,900	\$ (22,911,200)	-6%

COMMUTER ASSISTANCE

- Operate a comprehensive regional Commuter Assistance Program (CAP) promoting sustainable commuting options to reduce single-occupant vehicle use, vehicle trips, vehicle miles traveled (VMT), and emissions.
- Administer and grow the IE Commuter Program, in partnership with San Bernardino County Transportation Authority (SBCTA), to deliver rideshare services to Riverside and San Bernardino residents and regional employers.
- Operate and expand the VanClub program to subsidize vanpools, enhancing accessibility and affordability for both traditional work commuters and agricultural workers commuting to Riverside County worksites.
- Administer a Low Carbon Transit Operations Program (LCTOP) funded program offering free Metrolink passes for Riverside and San Bernardino residents to “Experience Metrolink” for both work and discretionary trips.
- Pilot a Transit Training Program concept designed to assist new or inexperienced public transit users by pairing them with seasoned commuters at a worksite (i.e., coworkers) or providing consultant led ride-a-longs for discretionary trips.
- Explore options to assess CAP and develop a strategic Transportation Demand Management (TDM) plan that will serve as a blueprint for a next generation TDM program and inform the next procurement for CAP consultant services.
- Administer the leased Park & Ride program to support CAP initiatives, providing convenient, multi-modal parking options that connect commuters to carpools, vanpools, and transit networks.

TABLE 12 – COMMUTER ASSISTANCE

		FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Personnel	\$	301,400	\$ 317,200	\$ 316,100	\$ 338,600	\$ 21,400	7%
Professional		158,300	648,000	130,300	1,096,400	448,400	69%
Support		33,900	105,600	25,900	106,400	800	1%
Projects and Operations		2,951,500	6,432,100	3,955,000	6,106,100	(326,000)	-5%
Capital Outlay		–	–	–	10,000	10,000	N/A
Transfers Out		177,800	343,300	275,900	360,100	16,800	5%
TOTAL	\$	3,622,900	\$ 7,846,200	\$ 4,703,200	\$ 8,017,600	\$ 171,400	2%

MOTORIST ASSISTANCE

- Operate a cost-effective Freeway Service Patrol program to assist stranded or disabled motorists on Riverside County's most congested highways, improving traffic flow and safety.
- Provide 24/7 access to real-time traffic updates, transportation resources, and services through the SoCal 511 regional traveler information platform in partnership with Los Angeles Metropolitan Authority (Metro), Orange County Transportation Authority (OCTA), SBCTA, and Ventura County Transportation Commission (VCTC).
- Operate transportation demand management programs and services in eastern Riverside County via the CAP, ensuring consistent and equitable service countywide.
- Conduct a forward-looking motorist aid study to explore innovative technologies and solutions that address current challenges and future needs.

TABLE 13 – MOTORIST ASSISTANCE

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	105,700	\$	196,100	\$	122,600	\$	191,900	\$	(4,200)		-2%
Professional		165,000		268,000		172,500		305,000		37,000		14%
Support		107,100		213,500		106,100		196,700		(16,800)		-8%
Projects and Operations		4,329,100		5,291,500		4,547,200		6,272,300		980,800		19%
Capital Outlay		400		10,000		6,500		10,000		–		0%
Transfers Out		235,100		676,400		330,900		672,600		(3,800)		-1%
TOTAL	\$	4,942,400	\$	6,655,500	\$	5,285,800	\$	7,648,500	\$	993,000		15%

REGIONAL CONSERVATION

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

TABLE 14 – REGIONAL CONSERVATION

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	3,152,200	\$	3,994,100	\$	2,988,800	\$	3,825,300	\$	(168,800)		-4%
Professional		3,312,500		5,051,400		3,963,200		4,877,300		(174,100)		-3%
Support		393,300		624,300		553,400		712,000		87,700		14%
Projects and Operations		840,000		1,357,900		987,800		858,400		(499,500)		-37%
Capital Outlay		–		5,000		–		5,000		–		0%
Transfers Out		1,165,200		3,181,000		2,414,100		3,163,500		(17,500)		-1%
TOTAL	\$	8,863,200	\$	14,213,700	\$	10,907,300	\$	13,441,500	\$	(772,200)		-5%

CAPITAL PROJECT DEVELOPMENT AND DELIVERY

- Continue 71/91 connector, SR-79 realignment, MCP, Smart Freeway projects, Perris Valley Line station layover facility, and rail station rehabilitation and improvements. Including projects on behalf of other agencies, including the I-15/Franklin Interchange, I-10/Highland Springs Road Interchange, SR-60/Potrero Boulevard Interchange Phase II, and I-15/Wildomar Trail and Bundy Canyon Interchanges projects.
- Procure an environmental consultant to commence pre-NEPA station feasibility study document for the Coachella Valley Rail corridor project.
- Commence construction of the South Perris Station Expansion and MCP 3 projects.
- Complete design of the Perris Valley Line Double Track project.
- Continue design and development led by other agencies related to the I-15 Express Lanes—Northern Extension.
- Provide 2009 Measure A funding to the incorporated cities and the County for local streets and roads maintenance, repair, and construction and to the Coachella Valley Association of Governments (CVAG) for highways and regional arterials.
- Provide TUMF regional arterial funding and support to local jurisdictions for regional arterial project engineering, right of way acquisition, and construction.
- Maintain a right of way acquisition and management program in support of capital projects and in the most cost-effective manner within project schedules, while adhering to federal and state regulations.
- Maintain and manage the access, use, safety, and security of Commission-owned properties including commuter rail stations, properties in acquisition process, and income-generating properties.
- Develop strategies to implement alternative financing structures including public express lanes.

TABLE 15 – CAPITAL PROJECT DEVELOPMENT AND DELIVERY

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change		Percent Change
Personnel	\$	2,830,000	\$	3,809,700	\$	3,021,600	\$	3,330,900	\$	(478,800)		-13%
Professional		3,076,700		6,288,800		4,831,500		3,888,200		(2,400,600)		-38%
Support		639,300		1,032,200		864,500		1,344,100		311,900		30%
Projects and Operations		325,693,500		477,855,600		297,124,600		478,772,300		916,700		0%
Capital Outlay		5,456,100		9,107,000		8,311,100		3,975,000		(5,132,000)		-56%
Debt Service		69,215,000		69,158,300		69,158,300		69,185,200		26,900		0%
Transfers Out		109,932,300		138,835,900		125,265,300		95,542,700		(43,293,200)		-31%
TOTAL	\$	516,842,900	\$	706,087,500	\$	508,576,900	\$	656,038,400	\$	(50,049,100)		-7%

TOLL OPERATIONS

- Continue project work on the 91 ECOP, I-15 Express Lanes—Southern Extension, 15/91 Express Lanes Connector, 15/91 Express Lanes Transit Connector, 91 Express Lanes eastbound lane to McKinley Avenue.
- Manage the operations of the RCTC 91 Express Lanes and 15 Express Lanes adhering to the Commission's Express Lanes toll policies.
- Manage toll operations in an effective manner which provides superior customer service while achieving projected revenue and cost assumptions used in the financial plans specific to each express lane facility.
- Maintain the Express Lanes to provide a safe and pleasant experience to customers.
- Develop a long-term repair and rehabilitation plan for the express lanes and its operating systems.
- Provide timely and effective reporting of toll operation metrics including revenue, transactions, carpool usage, and performance indicators.

- Support the design and development led by other agencies related to the 241/91 Express Lanes connector and I-15 Express Lanes—Northern Extension.
- Participate in the California Toll Operators Committee (CTOC) to advance regional and statewide tolling initiatives, technology, interoperability, and coordination among California toll agencies.

TABLE 16 – TOLL OPERATIONS

		FY 23/24 Actual		FY 24/25 Revised Budget		FY 24/25 Projected		FY 25/26 Budget		Dollar Change	Percent Change
Personnel	\$	1,757,900	\$	2,414,600	\$	2,019,600	\$	3,613,800	\$	1,199,200	50%
Professional		1,340,500		2,656,600		1,808,900		6,785,100		4,128,500	155%
Support and Maintenance		8,000,100		10,164,300		8,403,800		11,272,800		1,108,500	11%
Projects and Operations		20,646,900		26,638,700		19,376,800		55,379,400		28,740,700	108%
Capital Outlay		52,700		368,000		86,000		1,550,000		1,182,000	321%
Debt Service		22,201,000		203,528,500		203,515,100		27,736,000		(175,792,500)	-86%
Transfers Out		33,916,000		9,735,300		7,987,800		108,613,500		98,878,200	1016%
TOTAL	\$	87,915,100	\$	255,506,000	\$	243,198,000	\$	214,950,600	\$	(40,555,400)	-16%

FUND BALANCES

The projected total fund balance as of June 30, 2025 is \$1,805,547,000. The available amount for expenditures/expenses (excluding amounts restricted for debt service of \$14,164,800 and advances receivable of \$13,335,000) is \$1,778,047,200. After revenues of \$953,382,400, total funding available for the FY 2025/26 budget totals \$2,731,429,600. The Commission expects the FY 2025/26 budgeted activities to result in a \$155,884,300 decrease of total fund balance at June 30, 2026 to \$1,649,662,700. The primary cause of the decrease are project activities in FY 2025/26 related to the I-15 Express Lanes — Southern Extension, 91 eastbound COP, MCP, SR-79 projects, Smart Freeways, Coachella Valley Rail corridor, rail station rehabilitation and maintenance, Western County Measure A and TUMF regional arterial projects, and public transit allocations. Table 17 presents the components of the projected fund balance by program at June 30, 2026.

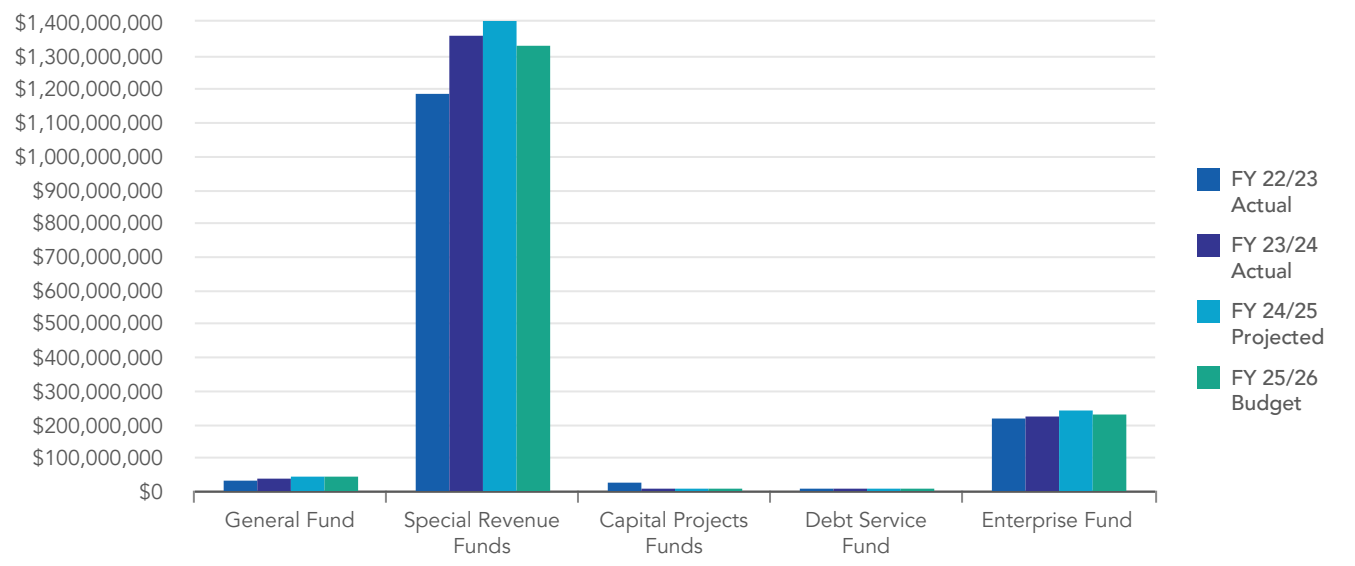
TABLE 17 – PROJECTED FUND BALANCES BY FUND TYPE AND PROGRAM AT JUNE 30, 2026

	Measure A Sales Tax				Other	Total
	Western County	Coachella Valley	Palo Verde			
Restricted:						
Bond Financing	\$ 68,663,200	\$ –	\$ –	\$ –	\$ 68,663,200	
Commuter Assistance	27,048,800	–	–	–	27,048,800	
Debt Service	–	–	–	14,589,800	14,589,800	
Economic Development	22,684,300	–	–	–	22,684,300	
Highways	97,121,100	28,687,200	–	18,724,600	144,532,900	
New Corridors	88,516,000	–	–	–	88,516,000	
Planning and Programming	–	–	–	4,645,700	4,645,700	
Public and Specialized Transit	27,727,700	1,162,600	–	680,371,900	709,262,200	
Rail	55,990,200	–	–	44,907,900	100,898,100	
CETAP	–	–	–	100,186,700	100,186,700	
Regional Conservation	–	–	–	51,600	51,600	
Regional Arterials	46,871,000	–	–	70,610,300	117,481,300	
Motorist Assistance	–	–	–	13,529,400	13,529,400	
Toll Operations	–	–	–	234,767,900	234,767,900	
Assigned:						
Management Services	–	–	–	2,804,800	2,804,800	
TOTAL Fund Balance¹	\$ 434,622,300	\$ 29,849,800	\$ –	\$ 1,185,190,600	\$ 1,649,662,700	

¹Fund balance includes primarily current assets less current liabilities. Restricted fund balance may include limitations imposed by creditors (debt covenants, reserves), contributions, laws or regulations of other governments, and constraints imposed by law through constitutional provisions or through enabling legislation (TDA, SB 132, SB 125, FSP, SAFE, Toll Operations).

Chart 8 illustrates the actual and projected trends in fund balances for each governmental and enterprise fund type from FY 2022/23 through FY 2025/26.

CHART 8 – PROJECTED FUND BALANCE TRENDS BY FUND TYPE FY FY 2023 - 2026



BUDGET SUMMARY

The overall budget for FY 2025/26 is presented in Table 18 by summarized line items, Table 19 by operating and capital classifications, and Table 20 by fund type. Highway, regional arterial, rail, and regional conservation program projects expenditures are summarized in Table 21.

TABLE 18 – BUDGET COMPARATIVE BY SUMMARIZED LINE ITEM FY 2024 - 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	\$ 281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1%
LTF Sales Tax	156,212,500	148,000,000	148,000,000	148,000,000	–	0%
STA Sales Tax	37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13%
Federal Reimbursements	66,087,300	75,121,600	61,018,200	82,643,100	7,521,500	10%
State Reimbursements	70,357,500	128,027,600	233,020,600	116,380,100	(11,647,500)	-9%
Local Reimbursements	26,465,900	74,199,100	31,710,000	87,277,000	13,077,900	18%
TUMF Revenue	40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Tolls, Penalties, and Fees	136,556,800	119,373,000	152,776,700	147,857,700	28,484,700	24%
Other Revenue	1,352,800	767,500	4,799,000	949,900	182,400	24%
Investment Income	74,755,400	33,880,600	59,031,400	44,392,100	10,511,500	31%
TOTAL Revenues	892,385,200	912,896,000	1,023,836,300	953,382,400	40,486,400	4%
Expenditures/Expenses						
Personnel Salaries and Benefits	15,983,300	19,954,400	15,855,100	20,963,400	1,009,000	5%
Professional and Support						
Professional Services	12,672,600	27,181,500	16,672,300	32,956,700	5,775,200	21%
Support Costs	15,131,000	21,223,800	17,156,900	23,356,100	2,132,300	10%
TOTAL Professional and Support Costs	27,803,600	48,405,300	33,829,200	56,312,800	7,907,500	16%
Projects and Operations						
Program Operations	39,191,900	55,225,500	50,620,400	53,266,800	(1,958,700)	-4%
Engineering	16,083,600	60,120,700	27,456,400	73,795,700	13,675,000	23%
Construction	110,873,200	258,200,000	118,932,100	296,772,900	38,572,900	15%
Design Build	23,868,700	19,143,000	4,214,400	12,719,100	(6,423,900)	-34%
Right of Way/Land	23,098,800	81,701,500	21,897,800	65,411,000	(16,290,500)	-20%
Operating and Capital Disbursements	161,704,400	328,846,900	218,888,500	278,980,900	(49,866,000)	-15%
Special Studies	4,435,800	9,531,000	9,528,000	7,098,800	(2,432,200)	-26%
Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Regional Arterials	61,603,700	30,000,000	30,000,000	60,000,000	30,000,000	100%
TOTAL Projects and Operations	525,886,900	922,737,800	561,654,600	926,937,100	4,199,300	0%
Debt Service						
Principal Payments	32,635,000	212,537,500	212,524,100	40,690,000	(171,847,500)	-81%
Interest Payments	58,781,000	60,149,300	60,149,300	56,231,200	(3,918,100)	-7%
TOTAL Debt Service	91,416,000	272,686,800	272,673,400	96,921,200	(175,765,600)	-64%
Capital Outlay	5,843,500	12,988,000	9,450,500	8,132,200	(4,855,800)	-37%
TOTAL Expenditures/Expenses	666,933,300	1,276,772,300	893,462,800	1,109,266,700	(167,505,600)	-13%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	225,451,900	(363,876,300)	130,373,500	(155,884,300)	207,992,000	-57%
Other Financing Sources (Uses)						
Transfers In	192,278,300	224,429,100	194,510,400	298,363,700	73,934,600	33%
Transfers Out	(192,278,300)	(224,429,100)	(194,510,400)	(298,363,700)	(73,934,600)	33%
Contribution	–	9,000,000	11,727,300	–	(9,000,000)	-100%
Net Financing Sources (Uses)	–	9,000,000	11,727,300	–	(9,000,000)	-100%
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	225,451,900	(354,876,300)	142,100,800	(155,884,300)	198,992,000	-56%
Beginning Fund Balance	1,437,994,300	1,663,446,200	1,663,446,200	1,805,547,000	142,100,800	9%
ENDING FUND BALANCE	\$ 1,663,446,200	\$ 1,308,569,900	\$ 1,805,547,000	\$ 1,649,662,700	\$ 341,092,800	26%

TABLE 19 – OPERATING AND CAPITAL BUDGET FY 2025/26

	FY 25/26 Operating Budget	FY 25/26 Capital Budget	FY 25/26 TOTAL Budget
Revenues			
Measure A Sales Tax	\$ 36,127,000	\$ 225,873,000	\$ 262,000,000
LTF Sales Tax	148,000,000	–	148,000,000
STA Sales Tax	33,882,500	–	33,882,500
Federal Reimbursements	15,922,000	66,721,100	82,643,100
State Reimbursements	71,741,600	44,638,500	116,380,100
Local Reimbursements	31,134,800	56,142,200	87,277,000
TUMF Revenue	–	30,000,000	30,000,000
Tolls, Penalties, and Fees	–	147,857,700	147,857,700
Other Revenue	3,300	946,600	949,900
Investment Income	25,896,400	18,495,700	44,392,100
TOTAL Revenues	362,707,600	590,674,800	953,382,400
Expenditures/Expenses			
Personnel Salaries and Benefits	14,018,700	6,944,700	20,963,400
Professional and Support			
Professional Services	22,283,400	10,673,300	32,956,700
Support Costs	10,739,200	12,616,900	23,356,100
TOTAL Professional and Support Costs	33,022,600	23,290,200	56,312,800
Projects and Operations			
Program Operations	17,982,400	35,284,400	53,266,800
Engineering	32,284,000	41,511,700	73,795,700
Construction	54,525,000	242,247,900	296,772,900
Design Build	–	12,719,100	12,719,100
Right of Way and Land	5,076,000	60,335,000	65,411,000
Operating and Capital Disbursements	278,980,900	–	278,980,900
Special Studies	3,937,100	3,161,700	7,098,800
Local Streets and Roads	–	78,891,900	78,891,900
Regional Arterials	–	60,000,000	60,000,000
TOTAL Projects and Operations	392,785,400	534,151,700	926,937,100
Debt Service			
Principal Payments	–	40,690,000	40,690,000
Interest Payments	–	56,231,200	56,231,200
TOTAL Debt Service	–	96,921,200	96,921,200
Capital Outlay	2,607,200	5,525,000	8,132,200
TOTAL Expenditures/Expenses	442,433,900	666,832,800	1,109,266,700
Excess (deficiency) of Revenues over (under) Expenditures/Expenses	(79,726,300)	(76,158,000)	(155,884,300)
Other Financing Sources (Uses)			
Transfers In	96,815,600	201,548,100	298,363,700
Transfers Out	(94,207,500)	(204,156,200)	(298,363,700)
Net Financing Sources (Uses)	2,608,100	(2,608,100)	–
Excess (deficiency) of Revenues over (under) Expenditures/Expenses and Other Financing Sources (Uses)	(77,118,200)	(78,766,100)	(155,884,300)
Beginning Fund Balance	1,140,696,400	664,850,600	1,805,547,000
ENDING FUND BALANCE	\$ 1,063,578,200	\$ 586,084,500	\$ 1,649,662,700

TABLE 20 – BUDGET BY FUND TYPE FY 2025/26

	General Fund	Special Revenue	Capital Projects	Debt Service	Enterprise	TOTAL Budget
Revenues						
Measure A Sales Tax	\$ –	\$ 262,000,000	\$ –	\$ –	\$ –	\$ 262,000,000
LTF Sales Tax	–	148,000,000	–	–	–	148,000,000
STA Sales Tax	–	33,882,500	–	–	–	33,882,500
Federal Reimbursements	10,500,000	52,514,000	–	2,812,100	16,817,000	82,643,100
State Reimbursements	4,322,300	112,057,800	–	–	–	116,380,100
Local Reimbursements	2,000	77,886,000	–	–	9,389,000	87,277,000
TUMF Revenue	–	30,000,000	–	–	–	30,000,000
Tolls, Penalties, and Fees	–	–	–	–	147,857,700	147,857,700
Other Revenue	–	843,600	–	–	106,300	949,900
Investment Income	1,463,100	37,456,400	432,700	425,000	4,614,900	44,392,100
TOTAL Revenues	16,287,400	754,640,300	432,700	3,237,100	178,784,900	953,382,400
Expenditures/Expenses						
Personnel Salaries and Benefits	8,603,500	8,746,100	–	–	3,613,800	20,963,400
Professional and Support						
Professional Services	9,097,000	17,074,600	–	–	6,785,100	32,956,700
Support Costs	6,076,000	6,007,300	–	–	11,272,800	23,356,100
TOTAL Professional and Support Costs	15,173,000	23,081,900	–	–	18,057,900	56,312,800
Projects and Operations						
Program Operations	–	26,500,100	–	–	26,766,700	53,266,800
Engineering	–	62,954,500	–	–	10,841,200	73,795,700
Construction	–	292,518,400	–	–	4,254,500	296,772,900
Design Build	–	280,100	–	–	12,439,000	12,719,100
Right of Way/Land	–	65,141,000	–	–	270,000	65,411,000
Operating and Capital Disbursements	45,487,000	233,493,900	–	–	–	278,980,900
Special Studies	3,937,100	2,353,700	–	–	808,000	7,098,800
Local Streets and Roads	–	78,891,900	–	–	–	78,891,900
Regional Arterials	–	60,000,000	–	–	–	60,000,000
TOTAL Projects and Operations	49,424,100	822,133,600	–	–	55,379,400	926,937,100
Debt Service						
Principal Payments	–	–	–	35,815,000	4,875,000	40,690,000
Interest Payments	–	–	–	33,370,200	22,861,000	56,231,200
TOTAL Debt Service	–	–	–	69,185,200	27,736,000	96,921,200
Capital Outlay	2,572,200	4,010,000	–	–	1,550,000	8,132,200
TOTAL Expenditures/Expenses	75,772,800	857,971,600	–	69,185,200	106,337,100	1,109,266,700
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses	(59,485,400)	(103,331,300)	432,700	(65,948,100)	72,447,800	(155,884,300)
Other Financing Sources (Uses)						
Transfers In	63,476,800	91,238,700	–	69,185,200	74,463,000	298,363,700
Transfers Out	(4,417,900)	(182,520,200)	–	(2,812,100)	(108,613,500)	(298,363,700)
Net Financing Sources (Uses)	59,058,900	(91,281,500)	–	66,373,100	(34,150,500)	–
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses and Other Financing Sources (Uses)	(426,500)	(194,612,800)	432,700	425,000	38,297,300	(155,884,300)
Beginning Fund Balance	50,671,200	1,529,823,500	14,416,900	14,164,800	196,470,600	1,805,547,000
ENDING FUND BALANCE	\$ 50,244,700	\$ 1,335,210,700	\$ 14,849,600	\$ 14,589,800	\$ 234,767,900	\$ 1,649,662,700

TABLE 21 – HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAM PROJECTS FY 2025/26

Description	
HIGHWAY ENGINEERING	
I-10 Toll Feasibility	\$ 3,000,000
15/91 Express Lanes Transit Connector	2,269,000
71/91 Connector	1,544,000
71/91 Habitat Mitigation and Monitoring	324,000
91 eastbound COP	5,506,000
91 Express Lanes roadway repair and rehabilitation	1,416,200
I-15 Express Lanes	133,000
I-15 Express Lanes — Southern Extension	1,650,000
MCP	30,000
MCP construction package	980,000
Riverside County — Santa Ana River Trail Extension (details presented in Section 3.2 Planning and Programming)	234,000
SR-74 corridor — Ethanac Road	155,000
SR-79 realignment	75,000
SR-79 segment 3 realignment	4,044,000
SR-79/I-10 study	320,000
SR-60 Trust Lanes Habitat Mitigation	128,000
SUBTOTAL HIGHWAY ENGINEERING	21,808,200
REGIONAL ARTERIAL ENGINEERING	
I-10/Highland Springs Avenue Interchange	600,000
Various Western County Measure A regional arterial (MARA) and TUMF regional arterial projects	12,448,000
SUBTOTAL REGIONAL ARTERIAL ENGINEERING	13,048,000
RAIL ENGINEERING	
Coachella Valley rail corridor — Tier II	10,250,000
Perris Valley Line double track	2,044,200
Perris Valley Line layover facility	242,300
Perris — Mead Valley Station	4,403,000
Riverside Downtown station grade crossing	200,000
SUBTOTAL RAIL ENGINEERING	17,139,500
PUBLIC AND SPECIALIZED TRANSIT	
SB 125 Formula Funds	21,800,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND PUBLIC AND SPECIALIZED TRANSIT ENGINEERING	\$ 73,795,700
HIGHWAY CONSTRUCTION	
15/91 Express Lanes Connector	\$ 5,000
71/91 Connector	7,650,000
91 Express Lanes (details presented in Section 3.4 Toll Operations)	3,849,500
I-15 Express Lanes — Southern Extension	400,000
MCP construction package	67,030,000
Riverside County — Santa Ana River Trail (details presented in Sections 5.2 Planning and Programming and 5.3 Capital Projects)	9,525,000
Riverside Quite Zone	2,800,000
SR-60 Truck Lanes	753,000
Smart Freeways	8,477,000
General (details presented in Section 3.3 Capital Projects)	2,083,700
SUBTOTAL HIGHWAY CONSTRUCTION	102,573,200
REGIONAL ARTERIAL CONSTRUCTION	
Various Western County MARA and TUMF regional arterial projects	133,104,700
SUBTOTAL REGIONAL ARTERIAL CONSTRUCTION	133,104,700
RAIL CONSTRUCTION	
Perris Valley Line double track	175,000
Perris Valley Line station layover facility	14,520,000

**TABLE 21 – HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAM PROJECTS
FY 2025/26 (continued)**

Description	
Riverside Downtown station grade crossing	1,400,000
SUBTOTAL RAIL CONSTRUCTION	16,095,000
PUBLIC AND SPECIALIZED TRANSIT	
SB 125 Formula Funds	45,000,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, AND RAIL CONSTRUCTION	\$ 296,772,900
HIGHWAY DESIGN-BUILD	
15/91 Express Lanes Connector	\$ 220,000
91 Express Lanes <i>(details presented in Section 3.4 Toll Operations)</i>	440,000
91 Project	10,000
I-15 Express Lanes — Northern Extension	270,100
I-15 Express Lanes — Southern Extension	11,779,000
TOTAL HIGHWAY DESIGN-BUILD	\$ 12,719,100
HIGHWAY RIGHT OF WAY AND LAND	
15/91 Express Lanes connector	\$ 20,000
71/91 Connector	150,000
91 eastbound COP	250,000
91 Project	2,020,000
McKinley Avenue grade separation	1,200,000
MCP	100,000
MCP I-215/Placentia Avenue Interchange	50,000
MCP Sweeney mitigation	170,000
MCP construction package	7,836,000
Riverside County — Santa Ana River Trail Extension <i>(details presented in Section 3.2 Planning and Programming)</i>	4,085,000
SR-60 Truck Lanes	30,000
General <i>(details presented in Section 3.3 Capital Projects)</i>	10,000
SUBTOTAL HIGHWAY RIGHT OF WAY AND LAND	15,921,000
REGIONAL ARTERIAL RIGHT OF WAY AND LAND	
I-10/Highland Springs Avenue Interchange	35,000
SR-79 realignment	100,000
Various Western County MARA and TUMF regional arterial projects	47,887,000
SUBTOTAL REGIONAL ARTERIAL RIGHT OF WAY AND LAND	48,022,000
RAIL RIGHT OF WAY AND LAND	
Perris Valley Line double track	91,000
Perris — Mead Valley Station	129,000
General	257,000
SUBTOTAL RAIL RIGHT OF WAY AND LAND	477,000
PUBLIC AND SPECIALIZED TRANSIT	
SB 125 Formula Funds	231,000
REGIONAL CONSERVATION RIGHT OF WAY AND LAND	
Regional Conservation acquisition consultant costs <i>(details presented in Section 3.2 Regional Conservation)</i>	760,000
TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION RIGHT OF WAY AND LAND	\$ 65,411,000
GRAND TOTAL HIGHWAY, REGIONAL ARTERIAL, RAIL, AND REGIONAL CONSERVATION PROGRAMS	\$ 448,698,700

GANN APPROPRIATIONS LIMIT

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

The Commission is subject to the requirements of Article XIII B. Gann appropriations limits are calculated for and applied to the Commission. In accordance with the requirements of Article XIII B implementing legislation, the Board approved Resolution No. 25-003 on June 11, 2025, establishing appropriations limits for the Commission at \$683,037,127. The FY 2025/26 budget appropriated \$377,785,400 in taxes for the Commission, falling well within the limits set by the Gann. Based on historic trends and future projections, it appears the Commission’s use of the proceeds of taxes, as defined by Article XIII B, will continue to fall below the appropriations limit.

The calculation for the FY 2025/26 appropriations limit is as follows:

FY 2024/25 Appropriations Limit	\$ 639,982,988
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FY 2025/26 adjustment:	x 1.0672739
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<ul style="list-style-type: none">Change in California per capita personal incomeChange in Population, Riverside CountyCalculation of factor for FY 2025/26	<div>1.0644 ((6.44 + 100) / 100 = 1.0644)</div> <div>1.0027 ((0.27 + 100) / 100 = 1.0027)</div> <div>1.0644 x 1.0027 = 1.0672739</div>
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FY 2025/26 Appropriations Limit	\$ 683,037,127
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- \$639,982,988 x 1.0672739 = \$683,037,127

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



SECTION 1

Financial Overview

FINANCIAL OVERVIEW

FISCAL ACCOUNTABILITY POLICIES

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

FINANCIAL PLANNING

Balanced Budget	RCTC adopts an annual budget in which recurring operating and capital expenditures and other financing uses are equal to or less than identified / recurring revenues and other financing sources including available fund balances.
Administration	<p>Allocations from local and state sources and toll operations fund administrative costs, including salaries and benefits.</p> <ul style="list-style-type: none"> • Administrative salaries and benefits cannot exceed 1% of anticipated Measure A sales tax revenues. • Administrative costs will not exceed 4% of anticipated Measure A sales tax revenues (inclusive of the 1% salary limitation).
Retirement Benefits	RCTC contributes 100% of the annual requirement related to its proportionate share of the unfunded actuarial liability (UAL) and for postretirement health care benefits.
Capital Projects	Multi-year capital projects are consistent with the strategic plan and budgeted each fiscal year, based on best available estimates.
Reserves	RCTC establishes and maintains reserves in accordance with Measure A and TDA policies as well as existing financing agreements.

REVENUES

Sales Tax	RCTC prepares annual and mid-year revenue projections incorporating current and relevant data; staff may adjust amounts during the budget process to reflect current economic trends.
Tolls	<p>RCTC-adopted policies establish congestion pricing to optimize throughput on toll facilities while generating revenue to meet all financial commitments related to:</p> <ul style="list-style-type: none"> • Debt issued to construct or repair any portion of the toll facility, payment of debt service, and satisfaction of other covenants and obligations related to indebtedness of the toll facility, including applicable reserves; • Development, maintenance, repair, rehabilitation, improvement, reconstruction, administration, and operation of the toll facilities, including toll collection and enforcement and applicable reserves; and • Projects within the corridor that generated the revenue.
Funding Sources	RCTC leverages local funding sources to maximize federal and state funding of projects.
Sale of Properties	RCTC returns proceeds from the disposition of excess properties to the programs that provided the funding sources for the property acquisition.

EXPENDITURES/EXPENSES	
Priorities	RCTC annually reviews established priorities for planning and programming of capital projects.
Accountability	RCTC compares actual expenditures/expenses to the budget quarterly and appropriately explains and justifies significant deviations.
Procurement	RCTC ensures competitive, transparent, objective, and fair procurement selection processes in accordance with policies adopted on February 10, 2021.
Capital and Intangible Assets	<p>On a government-wide basis, RCTC records capital and intangible assets at historical costs, estimated historical costs if purchased or constructed, or estimated fair value at date of donation. RCTC maintains such assets in a state of good repair and safeguards them from misuse and misappropriation.</p> <ul style="list-style-type: none"> • RCTC does not capitalize non-toll infrastructure, which title will be vested with Caltrans or another governmental agency. • RCTC depreciates capital and amortizes intangible assets over the estimated useful life or service concession term.

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

CASH MANAGEMENT	
Management	RCTC invests funds in order of priority (safety, liquidity, and yield) in accordance with the Investment Policy, adopted on December 11, 2024 or debt agreements.
Receipts	Where possible, RCTC encourages receipt of funds by wire or electronic funds transfer to its accounts.
Payments	RCTC remits cash disbursements to local jurisdictions and vendors/consultants in a timely manner.
Operating Balances	RCTC maintains a sufficient balance within its operating bank account at the amount necessary to meet monthly expenditures/expenses.

ACCOUNTING AND FINANCIAL REPORTING

Accounting System	RCTC maintains an ERP system that integrates project and toll operations accounting needs and improves accounting efficiency.
Reporting	RCTC issues an annual comprehensive financial report and budget document; separate financial reports for the LTF, STA, , SB1 SGR Program, LCTOP, and toll operations; and the State Controller's Transportation Planning Agency Financial Transactions Report and Government Compensation in California Report.
Audits	An independent accounting firm conducts an annual audit of the Commission's accounting books and records; RCTC obtains audits of Measure A and TDA funding recipients for compliance and other matters in a timely manner.

FUNCTIONAL MANAGEMENT

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

CHART 9 – FUNCTIONAL ORGANIZATION CHART FY 2025/26

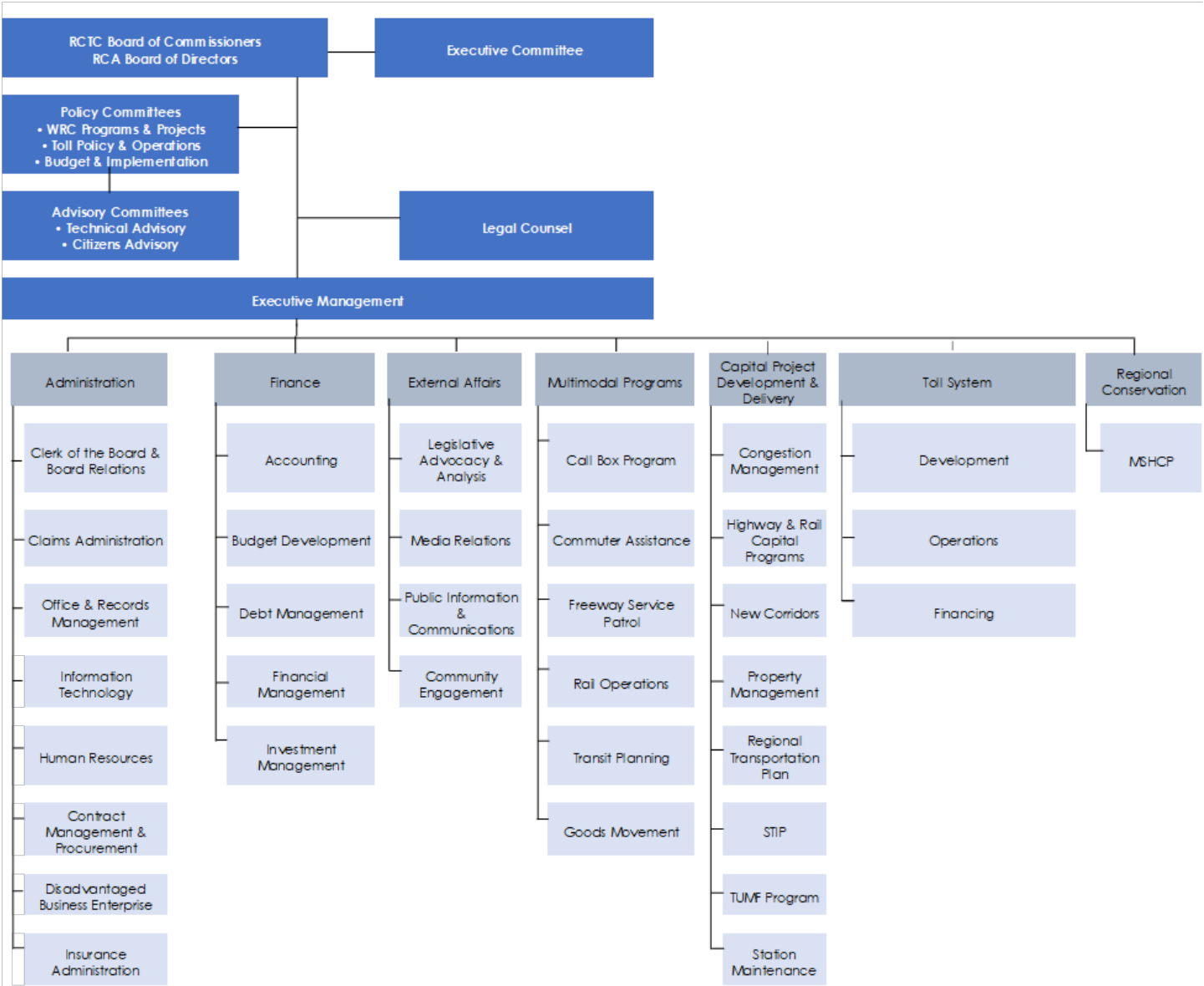


Chart 10 illustrates the relationship between the Commission’s functional management or departments and the Commission’s fund structure.

CHART 10 – RELATIONSHIP OF FUNCTIONAL MANAGEMENT AND FUND STRUCTURE

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

BUDGET PROCESS

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

The budget process consists of six primary tasks conducted in phases throughout the fiscal year. Chart 11 illustrates the budget process for the development of the FY 2025/26 budget and monitoring of the FY 2024/25 approved budget. Each task is summarized below.

CHART 11 – BUDGET PROCESS

ID	TASK NAME	DURATION	2024						2025					
			J	A	S	O	N	D	J	F	M	A	M	J
1	Short Term Strategic Direction Phase	140 Days												
2	Resource Identification and Allocation Phase	200 Days												
3	Needs Assessment Phase	120 Days												
4	Development and Review Phase	150 Days												
5	Adoption and Implementation Phase	60 Days												
6	Budget Roles and Responsibilities	365 Days												

SHORT-TERM STRATEGIC DIRECTION PHASE

The first phase of the budget process is to determine the direction of the Commission in the short-term and to integrate this with the Commission's long-term goals and objectives, including the Western County Delivery Plan as updated and discussed in the Capital Project Development and Delivery department section. In January, staff both analyzes actual results compared to the current year budget, and maps changes in strategy for the ensuing fiscal year. Additionally, staff reviews and, if necessary, updates Commission mission statements and underlying goals. Those goals, upon review by the Board, become the Commission's short-term strategic direction.

Annually, a workshop is held for the Board to evaluate and determine where the Commission plans to be and what it desires to accomplish over the next five to 10 years. The Commission held a workshop in February 2025; Commissioners provided direction on studying the feasibility of congestion reducing projects, including those on Interstate (I) 10, State Routes (SR) 60 and 91, and public transportation services .

RESOURCE IDENTIFICATION AND ALLOCATION PHASE

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

NEEDS ASSESSMENT PHASE

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

DEVELOPMENT AND REVIEW PHASE

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

ADOPTION AND IMPLEMENTATION PHASE

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

BUDGET ROLES AND RESPONSIBILITIES

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

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

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



SECTION 2

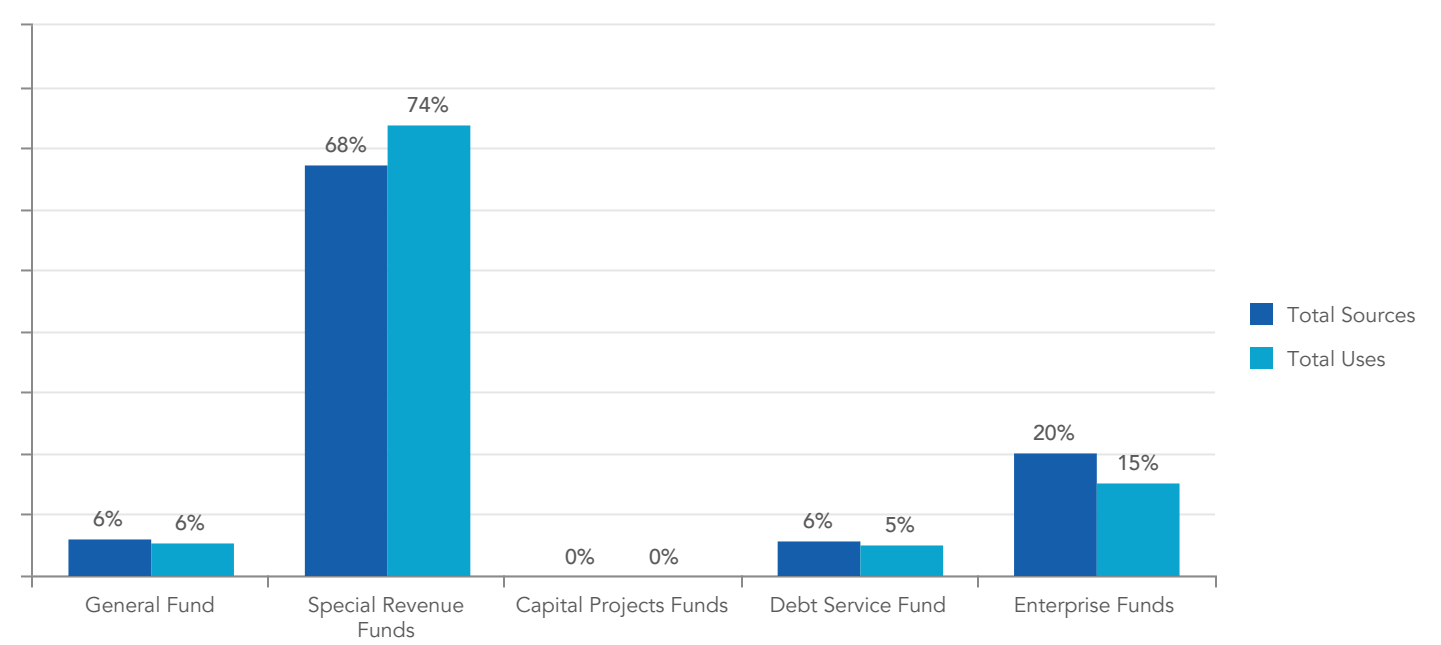
Fund Budgets

FUND BUDGETS

BUDGETARY BASIS

The Commission accounts for its budgeted funds using the modified and current financial resources measurement focus for governmental funds and the accrual basis of accounting and the economic resources measurement focus for enterprise funds. The basis of accounting is the same as the basis of budgeting. The Commission recognizes governmental fund revenues when measurable and available to meet current year obligations. Such revenues are available when guaranteed as to receipt, based on expenditure of funds (i.e., government matching funds), or certain to be received within 180 days of the end of the fiscal year. The Commission generally records governmental fund expenditures when it incurs a liability; however, debt service expenditures are recorded when the payment is due. Enterprise fund revenues are recognized when earned, and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Chart 12 illustrates total sources and uses by fund type for the FY 2025/26 budget.

CHART 12 – TOTAL SOURCES AND USES BY FUND TYPE FY 2025/26



FUND STRUCTURE

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

CHART 13 – BUDGETED FUNDS STRUCTURE FY 2025/26

General Fund	Special Revenue Funds	Capital Projects Funds	Debt Service Fund	Enterprise Funds
Administration Rail Operations Planning & Programming	<div><div>2009 MEASURE A</div><div>Western County Highways Local Streets & Roads Specialized Transit Bus Transit Rail Transit & Maintenance Commuter Assistance New Corridors Bond Financing Regional Arterials Economic</div><div>Coachella Valley Highways & Regional Arterials Local Streets & Roads Specialized Transit Palo Verde Valley Local Streets & Roads</div><div>FSP SAFE LTF STA SGR TUMF Coachella Valley Rail Other Agency Projects Fund Regional Conservation SB125 SB132</div></div>	Commercial Paper Sales Tax Bonds	Sales Tax Bonds	RCTC 91 Express Lanes 15 Express Lanes

GENERAL FUND

OVERVIEW

The Commission's General fund accounts for all activities not legally required or designated by Board action to be accounted for separately. For many public agencies, the General fund is the largest fund; however, it is less significant for the Commission. The Commission's largest revenue source is Measure A, a locally levied sales tax that legally must be accounted for separately in special revenue funds. In addition to Commission administration and general operations, other General fund activities include commuter rail operations as well as planning and programming. Table 22 presents the FY 2025/26 budget for the General fund, followed by a discussion of significant components of the budget.

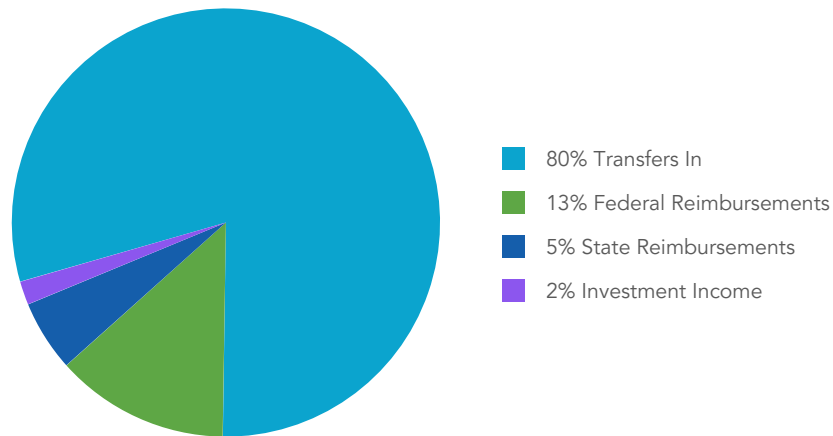
TABLE 22 – GENERAL FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Federal Reimbursements	\$ 7,266,700	\$ 15,000,000	\$ 8,300,000	\$ 10,500,000	\$ (4,500,000)	-30 %
State Reimbursements	2,157,500	3,561,400	9,811,200	4,322,300	760,900	21 %
Local Reimbursements	100	2,000	8,600	2,000	–	0 %
Other Revenue	300	–	3,841,000	–	–	N/A
Investment Income	1,700,200	552,000	1,431,200	1,463,100	911,100	165 %
TOTAL Revenues	11,124,800	19,115,400	23,392,000	16,287,400	(2,828,000)	-15 %
Expenditures						
Personnel Salaries and Benefits	7,335,600	8,306,900	6,850,900	8,603,500	296,600	4 %
Professional and Support						
Professional Services	4,045,800	8,331,500	4,756,700	9,097,000	765,500	9 %
Support Costs	3,341,200	5,824,300	3,988,300	6,076,000	251,700	4 %
TOTAL Professional and Support Costs	7,387,000	14,155,800	8,745,000	15,173,000	1,017,200	7 %
Program Operations						
Program Operations	42,000	24,300	24,300	–	(24,300)	(100)%
Engineering	–	500,000	522,000	–	(500,000)	(100)%
Operating and Capital Disbursement	25,599,000	52,425,000	41,803,400	45,487,000	(6,938,000)	-13 %
Special Studies	4,435,800	8,921,000	9,171,000	3,937,100	(4,983,900)	-56 %
TOTAL Projects and Operations	30,076,800	61,870,300	51,520,700	49,424,100	(12,446,200)	-20 %
Capital Outlay	303,600	3,438,000	1,038,900	2,572,200	(865,800)	-25 %
TOTAL Expenditures	45,103,000	87,771,000	68,155,500	75,772,800	(11,998,200)	-14 %
Excess (deficiency) of Revenues over (under) Expenditures	(33,978,200)	(68,655,600)	(44,763,500)	(59,485,400)	9,170,200	-13 %
Other Financing Sources (Uses)						
Transfers In	39,482,100	65,562,000	56,149,600	63,476,800	(2,085,200)	-3 %
Transfers Out	(965,800)	(4,202,700)	(2,353,100)	(4,417,900)	(215,200)	5 %
Net Financing Sources (Uses)	38,516,300	61,359,300	53,796,500	59,058,900	(2,300,400)	-4 %
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	4,538,100	(7,296,300)	9,033,000	(426,500)	6,869,800	-94 %
Beginning Fund Balance	37,100,100	41,638,200	41,638,200	50,671,200	9,033,000	22 %
ENDING FUND BALANCE	\$ 41,638,200	\$ 34,341,900	\$ 50,671,200	\$ 50,244,700	\$ 15,902,800	46 %

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

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

CHART 14 – GENERAL FUND SOURCES FY 2025/26



Federal reimbursements relate to rail station preventative maintenance. State reimbursements include STIP funds for PPM activities and LCTOP funds for discounted fares.

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

- General fund administration allocations funded with LTF sales tax revenues of \$127,600 in FY 2025/26.
- State law sets planning allocations at 3% of estimated LTF sales tax revenues. The FY 2025/26 budget for planning allocations is \$4,440,000 and is consistent with the FY 2024/25 revised budget.
- LTF sales tax revenues of \$3,512,200 in FY 2025/26 will fund General fund allocations for planning, programming, and regional activities.
- Commuter rail operating and capital needs determine the amount of LTF, STA, and Measure A allocations to the extent that revenues and reserved fund balance are available. The FY 2025/26 budget includes \$27,000,000, \$4,000,000, and \$3,000,000 in LTF, STA, and Measure A allocations, respectively, primarily to fund operating and preventative maintenance contribution expenditures to SCRRA.
-

The Commission allocates administrative costs based on a cost allocation plan and recognizes reimbursements to the General fund from other funds as transfers in. The FY 2025/26 General fund administrative allocation of \$7,584,900 from Measure A may be adjusted based on actual expenditures, but in no event will it exceed 4% of total Measure A revenues (including administrative salaries and benefits). Administrative transfers in from STA, TUMF, motorist assistance, toll operations, SB 132, regional conservation, and other agency project funds of \$13,812,100 in FY 2025/26 increased from \$12,782,700 in FY 2024/25 due to increased level of activity requiring administrative support.

CHART 15 – GENERAL FUND USES FY 2025/26

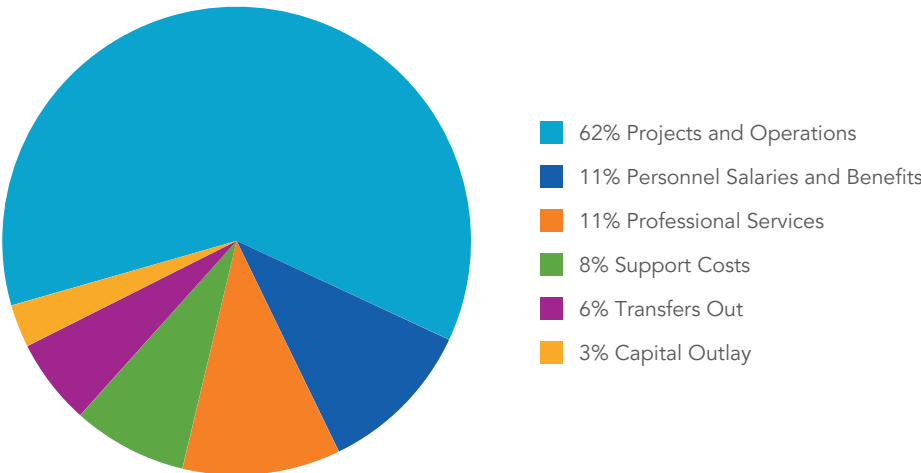


Chart 15 depicts General fund uses. Personnel salaries and benefits expenditures increased \$296,600 due to the net change in allocation of FTEs, including one new FTE position for a Planning and Programming Manager, reclassification and salary adjustments of one FTE for the Human Resources Specialist from a Human Resources Assistant, and a 4% pool for performance merit-based salary increases. Professional costs increased 9% due to funding for the Commission approved Traffic Relief Plan (TRP) and related outreach. Support costs increased 4% primarily due to Commission insurance services and software database maintenance.

The FY 2025/26 operating and capital disbursements budget includes allocations of \$43,600,000 for the Metrolink commuter rail subsidy and \$1,887,000 for planning operating disbursements. Special studies expenditures include REAP 2.0 funded Core Capacity Innovative Transit, CVAG Vehicle Miles Traveled, CVAG CV Link Community Connector Analysis, and future rail studies. Capital outlay expenditures decreased 25% and include office expansion related costs. Transfers out include \$4,179,400 to the General fund for administration from rail operations and planning and programming activities and \$238,500 to the 91 Express Lanes fund for 15/91 Express Transit Connector.

SPECIAL REVENUE FUNDS

OVERVIEW

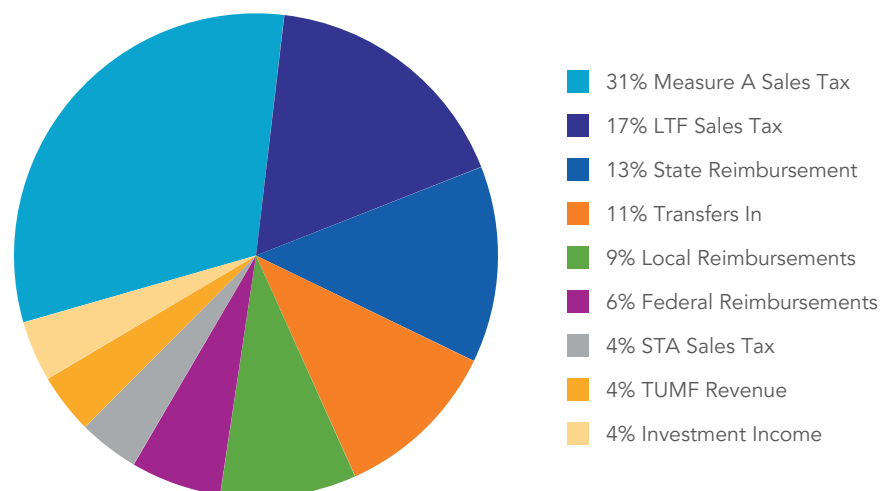
The Commission’s special revenue funds are legally restricted as to use for Measure A projects and programs, TUMF projects, motorist assistance services, regional conservation, other agency project coordination, and funding transit operations and capital in the County. Table 23 is a summary of the special revenue funds’ budgets, and Tables 24 through 37 present the individual budgets along with respective discussions.

TABLE 23 – SPECIAL REVENUE FUNDS FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	\$ 281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1%
LTF Sales Tax	156,212,500	148,000,000	148,000,000	148,000,000	–	0%
STA Sales Tax	37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13%
Federal Reimbursements	55,997,300	57,309,500	49,906,100	52,514,000	(4,795,500)	-8%
State Reimbursements	68,199,900	124,466,200	223,209,400	112,057,800	(12,408,400)	-10%
Local Reimbursements	26,416,800	74,197,100	29,160,800	77,886,000	3,688,900	5%
TUMF Revenue	40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Other Revenue	1,242,600	664,500	854,200	843,600	179,100	27%
Investment Income	56,923,100	26,452,600	46,663,700	37,456,400	11,003,800	42%
TOTAL Revenues	725,589,200	764,616,500	831,274,600	754,640,300	(9,976,200)	-1%
Expenditures						
Personnel Salaries and Benefits	6,889,800	9,232,900	6,984,600	8,746,100	(486,800)	-5%
Professional and Support						
Professional Services	7,285,800	16,193,400	10,106,700	17,074,600	881,200	5%
Support Costs	3,789,600	5,235,200	4,764,800	6,007,300	772,100	15%
TOTAL Professional and Support Costs	11,075,400	21,428,600	14,871,500	23,081,900	1,653,300	8%
Projects and Operations						
Program Operations	23,123,600	35,679,600	35,171,300	26,500,100	(9,179,500)	-26%
Engineering	16,083,600	58,620,700	26,608,800	62,954,500	4,333,800	7%
Construction	107,782,500	252,192,900	115,495,700	292,518,400	40,325,500	16%
Design Build	22,338,800	19,143,000	4,134,400	280,100	(18,862,900)	-99%
Right of Way	23,098,800	81,701,500	21,897,800	65,141,000	(16,560,500)	-20%
Operating and Capital Disbursements	136,105,400	276,421,900	177,085,100	233,493,900	(42,928,000)	-16%
Special Studies	–	500,000	247,000	2,353,700	1,853,700	371%
Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Regional Arterials	61,603,700	30,000,000	30,000,000	60,000,000	30,000,000	100%
TOTAL Projects and Operations	475,163,200	834,228,800	490,757,100	822,133,600	(12,095,200)	-1%
Capital Outlay	5,487,300	9,182,000	8,325,600	4,010,000	(5,172,000)	-56%
TOTAL Expenditures	498,615,700	874,072,300	520,938,800	857,971,600	(16,100,700)	-2%
Excess (deficiency) of Revenues over (under) Expenditures						
	226,973,500	(109,455,800)	310,335,800	(103,331,300)	6,124,500	-6%
Other Financing Sources (Uses)						
Transfers In	81,801,600	54,613,800	32,187,500	91,238,700	36,624,900	67%
Transfers Out	(134,825,900)	(203,829,000)	(177,296,400)	(182,520,200)	21,308,800	-10%
Net Financing Sources (Uses)	(53,024,300)	(149,215,200)	(145,108,900)	(91,281,500)	57,933,700	-39%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)						
	173,949,200	(258,671,000)	165,226,900	(194,612,800)	64,058,200	-25%
Beginning Fund Balance	1,190,647,400	1,364,596,600	1,364,596,600	1,529,823,500	165,226,900	12%
ENDING FUND BALANCE	\$ 1,364,596,600	\$ 1,105,925,600	\$ 1,529,823,500	\$ 1,335,210,700	\$ 229,285,100	21%

The Commission accounts for Measure A and LTF sales taxes, STA and SGR allocations, Western County TUMF, state budgetary allocations, vehicle registration fees, and other agency and regional conservation reimbursements in the 25 special revenue funds. Federal, state, and local reimbursements primarily relate to MCP project, Smart Freeways project, CV Rail planning and station development, SR-79 realignment project, South Perris layover facility project, SB 125 TIRCP allocations, Santa Ana River Trail project, and SR-60/Potrero Boulevard interchange phase II project. Transfers in include amounts for the repayment of the interfund loan from I-15 Express Lanes to Western County Measure A funds in connection with the TIFIA Loan and funding from SB 125 and STA for the CV Rail corridor project. Chart 16 illustrates the various special revenue fund sources.

CHART 16 – SPECIAL REVENUE FUNDS SOURCES FY 2025/26

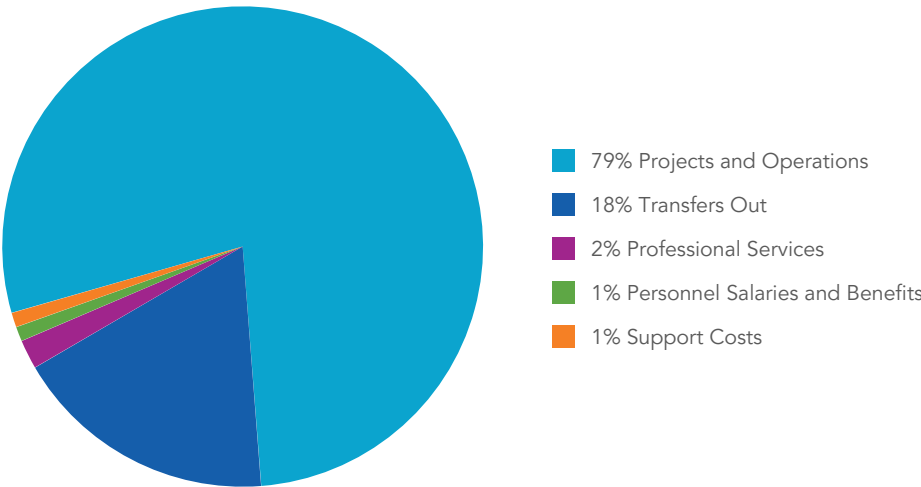


The Commission expends special revenue funds' resources on:

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

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

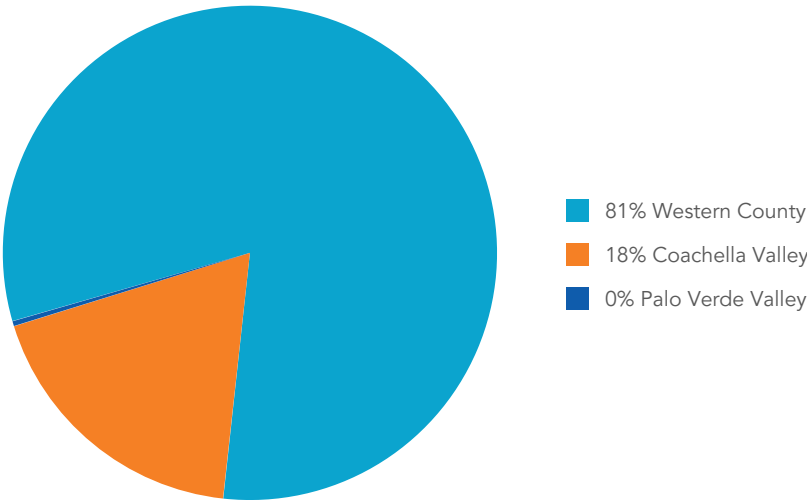
CHART 17 – SPECIAL REVENUE FUNDS USES FY 2025/26



MEASURE A SPECIAL REVENUE FUNDS

Measure A sales tax revenue, which is allocated to the three geographic areas of the County (Chart 18) primarily funds 14 of the special revenue funds. There are ten 2009 Measure A Western County funds, three 2009 Measure A Coachella Valley funds, and one 2009 Measure A Palo Verde Valley fund.

CHART 18 – MEASURE A SALES TAX REVENUES BY GEOGRAPHIC AREA



With the commencement of the 2009 Measure A on July 1, 2009, 14 funds will be in existence for the 30-year term. These funds account for all Measure A project and program expenditures and transfers of debt service for capital projects.

The Measure A special revenue funds expend monies on capital construction and improvements to highways, commuter rail, regional arterials, new corridors, and local streets and roads. Funding is also reserved for commuter assistance, public and specialized transit, and economic development incentives programs as well as bond financing costs. Riverside County is a self-help county. That means Riverside County cannot fully rely on federal and state governments to help build transportation infrastructure. As such, on major highway projects, the Commission supplements government spending. Upon completion of most highway projects, Caltrans takes over the maintenance and operations of the projects.

The Commission pledged all Measure A sales tax revenues as security for the Commission's senior sales tax revenue bonds and subordinate commercial paper notes. Debt service on the bonds is recorded in the Sales Tax Bonds debt service fund, and Measure A special revenue funds provide most of the resources for debt service through transfers out.

WESTERN COUNTY MEASURE A FUNDS

The Western County Measure A special revenue funds account for Western County's approximately 81% share of the Measure A sales tax. Taxable sales changes among the geographic areas impact the geographic allocation formula from year to year. As demonstrated in Table 24, most of the Commission's reimbursements flow through these funds, since the sales tax leverages state and federal dollars.

TABLE 24 – WESTERN COUNTY MEASURE A FUNDS FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Measure A Sales Tax						
Bond Financing	\$ 18,188,200	\$ 17,068,000	\$ 17,068,000	\$ 17,090,000	\$ 22,000	0%
Commuter Assistance	3,368,200	3,161,000	3,161,000	3,165,000	4,000	0%
Economic Development Incentives	2,694,600	2,529,000	2,529,000	2,532,000	3,000	0%
Highways	68,711,100	64,481,000	64,481,000	64,562,000	81,000	0%
Local Streets and Roads	65,342,900	61,320,000	61,320,000	61,397,000	77,000	0%
New Corridors	24,924,600	23,390,000	23,390,000	23,420,000	30,000	0%
Public Bus Transit	3,435,600	3,224,000	3,224,000	3,228,000	4,000	0%
Rail	13,742,200	12,896,000	12,896,000	12,912,000	16,000	0%
Regional Arterials	20,209,200	18,965,000	18,965,000	18,989,000	24,000	0%
Specialized Transit	5,725,900	5,373,000	5,373,000	5,380,000	7,000	0%
Total Measure A	226,342,500	212,407,000	212,407,000	212,675,000	268,000	0%
Federal Reimbursements	55,997,300	57,309,500	49,906,100	47,514,000	(9,795,500)	-17%
State Reimbursements	62,651,700	48,765,500	17,570,600	31,013,500	(17,752,000)	-36%
Local Reimbursements	2,401,800	4,921,400	2,575,100	3,850,200	(1,071,200)	-22%
Other Revenue	914,800	646,500	835,900	825,300	178,800	28%
Investment Income	18,293,100	10,205,800	14,649,200	11,226,000	1,020,200	10%
Transfers In	49,490,800	43,613,700	27,745,000	79,820,800	36,207,100	83%
TOTAL Sources	416,092,000	377,869,400	325,688,900	386,924,800	9,055,400	2%
Uses						
Personnel Salaries and Benefits	2,939,200	4,070,900	3,256,800	3,691,200	(379,700)	-9%
Professional Services	3,265,800	6,961,500	4,821,200	5,152,200	(1,809,300)	-26%
Support Costs	2,808,200	4,357,000	4,079,700	5,085,300	728,300	17%
Projects and Operations						
Program Operations	13,005,700	29,057,700	29,405,300	18,864,800	(10,192,900)	-35%
Engineering	11,820,000	18,026,100	16,337,100	13,453,500	(4,572,600)	-25%
Construction	103,978,900	199,016,300	111,262,300	183,793,800	(15,222,500)	-8%
Design Build	803,500	13,521,000	185,100	280,100	(13,240,900)	-98%
Right of Way	17,199,200	44,053,000	15,837,100	11,943,000	(32,110,000)	-73%
Operating and Capital Disbursements	4,876,000	13,739,000	6,080,000	8,750,000	(4,989,000)	-36%
Special Studies	–	500,000	247,000	1,603,700	1,103,700	221%
Local Streets and Roads	65,148,900	61,181,500	61,233,400	61,269,400	87,900	0%
TOTAL Projects and Operations	216,832,200	379,094,600	240,587,300	299,958,300	(79,136,300)	-21%
Capital Outlay	5,486,900	9,167,000	8,319,100	3,995,000	(5,172,000)	-56%
Transfers Out	90,085,000	126,109,000	124,070,300	107,804,100	(18,304,900)	-15%
TOTAL Uses	321,417,300	529,760,000	385,134,400	425,686,100	(104,073,900)	-20%
Excess (deficiency) of Sources over (under) Uses	\$ 94,674,700	\$ (151,890,600)	\$ (59,445,500)	\$ (38,761,300)	\$ 113,129,300	-74%

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

Federal reimbursements for highway and rail projects are lower in the FY 2025/26 budget. The 17% decrease in federal reimbursements is primarily attributable to federal funding for prior year activity on the I-15 Express Lanes - Southern Extension project. Federal funding will reimburse eligible expenditures on the MCP, Smart Freeways, Riverside Downtown station grade crossing, and station rehabilitation and improvement projects in FY 2025/26. Federal reimbursements relate primarily to funding from the Federal Transit Administration (FTA), Congestion Mitigation and Air Quality (CMAQ), Surface Transportation Block Grant (STBG), and congressional earmarks.

State reimbursements are lower by 36% compared to the FY 2024/25 budget primarily due to prior year activity on 71/91 Connector. State funding will reimburse eligible expenditures on the MCP, south Perris station and layover expansion project and Smart Freeway projects in FY 2025/26. State reimbursements primarily reflects funding from SB 125 TIRCP, State Highway Operations and Protection Program (SHOPP), and SB 1's Local Partnership Program (LPP) and Solutions for Congested Corridors Program (SCCP). Project funding fluctuates as eligible project expenditures are incurred based on project phases.

Local reimbursements are lower by 22% compared to the FY 2024/25 budget and reflects funding for the I-15 Express Lanes Project Northern Extension and local agency collaboration projects. Project funding fluctuates as eligible project expenditures are incurred based on project phases.

Other revenue is higher by 28% from the prior year and is attributable to property management lease revenues. Investment income increased 10% from the previous year due to projected higher investment yields. The FY 2025/26 budget projects investment income at 3% investment yield, 1% higher than the conservative estimate of 2% investment yield in FY 2024/25.

Transfers in include:

- \$31,000,000 from the 15 Express Lanes fund for repayment of the interfund loan to Measure A Western County funds in connection with the pay off of the TIFIA Loan;
- \$20,000,000 from the 2009 Measure A bond financing fund to subsidize a portion of Western County debt service;
- \$8,216,200 from the 2009 Measure A Western County new corridors fund for its share of the MSHCP debt service obligation;
- \$4,000,000 from the TUMF Community Environmental Transportation Acceptability Process (CETAP) fund for the MCP projects;
- \$3,521,200 from the TUMF CETAP fund for its share of the MSHCP debt service obligation;
- \$2,812,100 from the Debt Service fund for Build America Bonds (BABs) subsidy payments;
- \$2,623,300 from the STA fund for Perris Valley Line double track project;
- \$2,120,000 from the STA fund for south Perris station and layover expansion project; and
- \$2,103,000 from the STA fund for the Perris Mead Valley Station project.

Personnel salaries and benefits expenditures decreased 9% and reflect decreases in project activities related to 71/91 Connector and Smart Freeways projects. Additionally, the I-15 Express Lanes - Southern Extension project and 91 eastbound COP have been moved to the Toll Operations program effective FY 2025/26.

Measure A Western County professional services expenditures in FY 2025/26 decreased 26% largely due to the movement of the I-15 Express Lanes - Southern Extension project to the Toll Operations program effective FY 2025/26. Professional services consists of general legal services for the various programs and capital projects and other professional services for highway, rail capital and commuter assistance projects and the Commission's debt programs. Support costs related to highway and rail projects and property management as well as the commuter assistance program increased \$728,300, or 17%, due to station maintenance, repairs, utilities, and a software addition providing comprehensive traffic and population movement data.

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

Many of the Commission's Western County rail and highway projects funded by Measure A have been in various phases of engineering, construction, design-build, and right of way activity. The Commission expects engineering and construction to decrease 25% and 8%, respectively, due to 71/91 connector and Smart Freeways project activity in the prior year along with the I-15 Express Lanes - Southern Extension project and 91 eastbound COP moved to the Toll Operations program effective FY 2025/26. These decreases are offset by increases in project activity related to MCP, Perris Mead Valley Station, and various regional arterial projects. Design build decreased 98% primarily due to the I-15 Express Lanes - Southern Extension project moved to the Toll Operations program effective FY 2025/26. Right of way is anticipated to decrease 73% primarily due to MCP project activity in the prior year.

Operating and capital disbursements decreased 36% compared to the FY 2024/25 budget due to a decrease in rail capital funded by Measure A and relate to Western County intercity bus service and specialized transit expenditures. Operating and capital disbursements are made based on the needs of transit operators. Special studies increased \$1,103,700 or 221% due to the Next Generation Toll Feasibility Study. Local streets and roads or turn back payments to local jurisdictions and the County, are comparable to the prior year as a result of comparable Measure A sales tax revenues. Capital outlay includes equipment and improvements for the rail program and reflects a 56% decrease for station rehabilitation and improvements.

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

- Funding for debt service payments of \$89,185,200;
- \$8,216,200 from the 2009 Measure A Western County new corridor fund for its share of the MSHCP debt service obligation;
- \$3,000,000 from the 2009 Measure A Western County rail fund for rail operations; and
- \$7,103,200 for the administrative costs allocation.

COACHELLA VALLEY MEASURE A FUNDS

These special revenue funds account for Coachella Valley's 18% share of the Measure A sales tax (Table 25).

TABLE 25 – COACHELLA VALLEY MEASURE A FUNDS FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Measure A Sales Tax						
Highways & Regional Arterials	\$ 27,185,200	\$ 25,804,000	\$ 25,804,000	\$ 24,212,000	\$ (1,592,000)	-6%
Local Streets and Roads	19,029,700	18,063,000	18,063,000	16,949,000	(1,114,000)	-6%
Specialized Transit	8,155,600	7,741,000	7,741,000	7,264,000	(477,000)	-6%
Total Measure A	54,370,500	51,608,000	51,608,000	48,425,000	(3,183,000)	-6%
Local Reimbursements	225,100	–	–	–	–	N/A
Investment Income	5,051,700	1,855,200	2,878,400	869,500	(985,700)	-53%
Transfers In	124,200	–	–	–	–	
TOTAL Sources	59,771,500	53,463,200	54,486,400	49,294,500	(4,168,700)	-8%
Uses						
Personnel Salaries and Benefits	2,100	–	–	–	–	N/A
Professional Services	8,200	9,400	9,600	10,900	1,500	16%
Projects and Operations						
Operating and Capital Disbursements	8,275,000	8,238,000	8,238,000	7,000,000	(1,238,000)	-15%
Local Streets and Roads	18,835,700	17,924,500	17,976,400	16,821,400	(1,103,100)	-6%
Regional Arterials	61,603,700	30,000,000	30,000,000	60,000,000	30,000,000	100%
TOTAL Projects and Operations	88,714,400	56,162,500	56,214,400	83,821,400	27,658,900	49%
Transfers Out	489,300	417,200	259,800	382,800	(34,400)	-8%
TOTAL Uses	89,214,000	56,589,100	56,483,800	84,215,100	27,626,000	49%
Excess (deficiency) of Sources over (under) Uses	\$ (29,442,500)	\$ (3,125,900)	\$ (1,997,400)	\$ (34,920,600)	\$ (31,794,700)	1017%

Coachella Valley Measure A sales tax revenues reflect a 6% decrease from the prior year. Taxable sales changes between jurisdictions within the County periodically affect the geographic allocation formula from year to year.

Investment income decreased 53% compared to the previous year's budget due to increased use of regional arterial funds leading to lower anticipated cash balances.

The Coachella Valley operating and capital disbursements represent specialized transit funds distributed to SunLine Transit Agency (SunLine) for transit operations. Local streets and roads payments to local jurisdictions are directly affected by changes in Measure A sales tax revenues. Regional arterial projects are highway and regional arterial projects managed by CVAG and reflect a 100% increase from the prior year.

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

Transfers out of \$382,800 relate to the administrative costs allocation.

PALO VERDE VALLEY MEASURE A FUND

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

TABLE 26 – PALO VERDE VALLEY MEASURE A FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Measure A Sales Tax						
Local Streets and Roads	\$ 1,081,700	\$ 985,000	\$ 985,000	\$ 900,000	\$ (85,000)	-9%
Uses						
Projects and Operations						
Local Streets and Roads	1,042,200	863,200	907,200	801,100	(62,100)	-7%
Transfers Out	39,500	121,800	77,800	98,900	(22,900)	-19%
TOTAL Uses	1,081,700	985,000	985,000	900,000	(85,000)	-9%
Excess (deficiency) of Sources over (under) Uses	\$ –	\$ –	\$ –	\$ –	\$ –	N/A

Total Measure A sales tax revenues reflect a 9% decrease from the prior year. Taxable sales changes between jurisdictions within the County periodically affect the geographic allocation formula from year to year.

Local streets and roads represent the only expenditures in the Palo Verde Valley. Transfers out of \$98,900 relate to the administrative costs allocation.

NON-MEASURE A SPECIAL REVENUE FUNDS

The non-Measure A special revenue funds account for LTF disbursements; TUMF Western County project costs; motorist assistance expenditures for towing service and 511 traveler information system operations; transit disbursements from STA and SGR funding; Coachella Valley rail planning and development; interagency project activities; SB 125 and SB 132 project activities; and regional conservation. These activities are budgeted in the LTF, TUMF, FSP, SAFE, STA, SGR, Coachella Valley Rail, Other Agency Projects, SB 125, SB 132, and regional conservation special revenue funds, respectively.

LOCAL TRANSPORTATION FUND

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

TABLE 27 – LOCAL TRANSPORTATION FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
LTF Sales Tax	\$ 156,212,500	\$ 148,000,000	\$ 148,000,000	\$ 148,000,000	\$ –	0 %
Local Reimbursements	13,765,100	–	–	–	–	N/A
Investment Income	15,332,300	6,868,800	13,138,000	10,645,400	3,776,600	55 %
TOTAL Sources	185,309,900	154,868,800	161,138,000	158,645,400	3,776,600	2 %
Uses						
Projects and Operations						
Operating and Capital Disbursements	103,842,900	129,777,100	119,012,400	148,192,600	18,415,500	14 %
Transfers Out	29,873,400	40,827,100	38,180,300	37,079,800	(3,747,300)	(9)%
TOTAL Uses	133,716,300	170,604,200	157,192,700	185,272,400	14,668,200	9 %
Excess (deficiency) of Sources over (under) Uses	\$ 51,593,600	\$ (15,735,400)	\$ 3,945,300	\$ (26,627,000)	\$ (10,891,600)	69 %

The Commission projects LTF sales tax revenue in FY 2025/26 to remain flat compared to the prior year. Investment income increased 55% compared to the previous year's budget due to projected higher investment yields at 3% compared to 2% in FY 2024/25.

In FY 2025/26, approximately 95% and 5% of the LTF transit expenditures of \$131,700,000 and \$6,220,000 are for operating and capital purposes, respectively. LTF operating allocations, subject to approval in June 2025, are comprised of 72% to Western County, 27% to Coachella Valley, and 1% to Palo Verde Valley public bus operators. Other operating and capital disbursements include allocations for SB 821 bicycle and pedestrian projects of \$9,150,600 and planning and administration allocations of \$1,122,000 to the County Auditor-Controller and SCAG.

Transfers out include allocations to the Commission's General fund for planning and administration of \$3,512,200; rail operations of \$27,000,000; \$4,440,000 for planning, programming, and agency share of the administrative costs; \$2,000,000 for station maintenance; and \$127,600 for administrative costs allocation.

TRANSPORTATION UNIFORM MITIGATION FEE FUND

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

TUMF revenues includes \$30,000,000 based on projected fees distributed to the Commission. State reimbursements of \$13,625,000 are related to SB1 Trade Corridor Enhancement Program funding for the SR-60/Potrero Boulevard interchange phase II project. Local reimbursements of \$46,230,300 include reimbursements from the city of Beaumont and WRCOG for the city's SR-60/Potrero Boulevard interchange phase II project, and SR-79 realignment project funding provided by WRCOG. Investment income increased 56% compared to the previous year's budget due higher projected investment yield of 3% compared to 2% in FY 2024/25.

TABLE 28 – TRANSPORTATION UNIFORM MITIGATION FEE FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	\$ (157,800)	\$ –	\$ –	\$ 13,625,000	\$ 13,625,000	N/A
Local Reimbursements	230,500	35,541,400	14,362,100	46,230,300	10,688,900	30%
TUMF Revenue	40,959,800	29,610,000	30,000,000	30,000,000	390,000	1%
Other Revenue	23,600	18,000	18,300	18,300	300	2%
Investment Income	7,743,900	3,190,800	6,123,200	4,974,700	1,783,900	56%
Transfers In	38,200	75,600	10,000	75,000	(600)	-1%
TOTAL Sources	48,838,200	68,435,800	50,513,600	94,923,300	26,487,500	39%
Uses						
Personnel Salaries and Benefits	159,800	431,400	352,700	664,600	233,200	54%
Professional Services	214,000	341,000	411,900	475,800	134,800	40%
Support Costs	300	6,300	3,000	10,800	4,500	71%
Projects and Operations						
Program Operations	222,000	616,700	591,700	685,600	68,900	11%
Engineering	2,535,100	15,778,600	9,032,200	17,217,000	1,438,400	9%
Construction	1,212,900	15,970,600	4,088,400	54,199,600	38,229,000	239%
Right of Way	4,723,800	31,845,000	4,663,700	48,122,000	16,277,000	51%
Special Studies	–	–	–	750,000	750,000	N/A
TOTAL Projects and Operations	8,693,800	64,210,900	18,376,000	120,974,200	56,763,300	88%
Transfers Out	7,495,700	16,993,600	4,966,200	8,950,000	(8,043,600)	-47%
TOTAL Uses	16,563,600	81,983,200	24,109,800	131,075,400	49,092,200	60%
Excess (deficiency) of Sources over (under) Uses	\$ 32,274,600	\$ (13,547,400)	\$ 26,403,800	\$ (36,152,100)	\$ (22,604,700)	167%

Personnel salaries and benefits reflect an increase of 54% due to the net allocation of FTEs and a 4% pool for performance merit-based salary increases. Professional services increased 40% primarily due to anticipated project legal services. Support costs reflect a 71% increase due to reimbursable utility fee activity for the SR-60/Potrero Boulevard interchange phase II project.

Projects and operations costs increased 88%, as many regional arterial projects move through various stages of engineering, right of way acquisition, and construction. FY 2025/26 includes a regional arterial call for projects awarded in June 2023. Approximately 99% of the projects and operations costs are attributable to programmed regional arterial projects. The remaining 1% relates to CETAP projects such as the I-15 auxiliary lane construction activities. The increase in projects and operations costs is largely attributed to anticipated right of way activities on SR-79 realignment project and construction on Beaumont Potrero Interchange Phase II project. Transfers out represent \$1,428,800 to the General fund related to the administrative cost allocation; \$3,521,200 to the 2009 Measure A Western County highways fund for TUMF CETAP's share of the MSHCP debt service obligation; and \$4,000,000 to the 2009 Measure A Western County new corridors fund for the MCP projects.

FREEWAY SERVICE PATROL FUND

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

The State's funding share of \$3,330,000 decreased from the FY 2024/25 budget by 5%. Investment income decreased by 16% from the previous year's budget due to lower projected cash balances, offset by projected higher investment yield of 3% compared to 2% in FY 2024/25.

TABLE 29 – FREEWAY SERVICE PATROL FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	\$ 3,499,500	\$ 3,521,000	\$ 3,366,600	\$ 3,330,000	\$ (191,000)	-5%
Investment Income	387,400	111,600	108,500	93,700	(17,900)	-16%
TOTAL Sources	3,886,900	3,632,600	3,475,100	3,423,700	(208,900)	-6%
Uses						
Personnel Salaries and Benefits	91,200	147,800	92,600	162,600	14,800	10%
Professional Services	4,600	30,000	3,300	31,200	1,200	4%
Support Costs	45,800	96,600	46,300	95,100	(1,500)	-2%
Projects and Operations						
Program Operations	4,316,100	5,108,200	4,535,700	6,119,300	1,011,100	20%
Capital Outlay	400	10,000	6,500	10,000	–	0%
Transfers Out	209,200	252,600	169,900	257,900	5,300	2%
TOTAL Uses	4,667,300	5,645,200	4,854,300	6,676,100	1,030,900	18%
Excess (deficiency) of Sources over (under) Uses	\$ (780,400)	\$ (2,012,600)	\$ (1,379,200)	\$ (3,252,400)	\$ (1,239,800)	62%

Personnel salaries and benefits increased 10% due to net FTE allocations and a 4% pool for performance merit-based salary increases. Professional services related to legal and other professional services increased 4% from the prior year. Support costs related to printing and communications decreased 2% compared to the prior year budget. Program operations in FY 2025/26 increased by \$1,011,100 or 20% due to anticipated increases in FSP towing cost rates. Capital outlay remained flat in comparison to the prior year and include amounts for FSP truck radios and tablets. Transfers out to the General fund of \$257,900 are administrative cost allocations.

SERVICE AUTHORITY FOR FREEWAY EMERGENCIES FUND

The SAFE fund accounts for the \$1 per vehicle registration fee levied by the State on all registered vehicles within the County. It funds the the operations of the 511 traveler information system (Table 30).

TABLE 30 – SERVICE AUTHORITY FOR FREEWAY EMERGENCIES FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	\$ 2,178,100	\$ 2,170,000	\$ 2,162,000	\$ 2,170,000	\$ –	0%
Local Reimbursements	1,600	3,300	3,000	3,800	500	15%
Investment Income	247,700	159,600	225,100	300,400	140,800	88%
TOTAL Sources	2,427,400	2,332,900	2,390,100	2,474,200	141,300	6%
Uses						
Personnel Salaries and Benefits	14,500	48,300	30,000	29,300	(19,000)	-39%
Professional Services	160,300	238,000	169,200	273,800	35,800	15%
Support Costs	61,300	116,900	59,800	101,600	(15,300)	-13%
Projects and Operations						
Program Operations	13,100	183,300	11,500	153,000	(30,300)	-17%
Transfers Out	25,900	423,800	161,000	414,700	(9,100)	-2%
TOTAL Uses	275,100	1,010,300	431,500	972,400	(37,900)	-4%
Excess (deficiency) of Sources over (under) Uses	\$ 2,152,300	\$ 1,322,600	\$ 1,958,600	\$ 1,501,800	\$ 179,200	14%

Investment income increased 88% compared to the previous year's budget due to higher projected investment yields at 3% compared to 2% in FY 2024/25.

Personnel salaries and benefits decreased 39% due to FTE allocation, offset by a 4% pool for performance merit-based salary increases. Professional services increased 15% due to a comprehensive motorist aid study. Support costs decreased 13% due to prior year call box maintenance and repairs offset by advertising costs anticipated for FY 2025/26 to support the transition to a regional 511 program. Projects and operations costs decreased 17% from FY 2024/25 due to a reduction in operating costs associated with call box removal. The transfers out reflect \$325,000 to Measure A Commuter Assistance fund for Coachella Valley TDM and \$89,700 to the General fund for administrative cost allocations.

STATE TRANSIT ASSISTANCE FUND

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

TABLE 31 – STATE TRANSIT ASSISTANCE FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
STA Sales Tax	\$ 33,112,600	\$ 33,908,900	\$ 33,472,400	\$ 28,874,500	\$ (5,034,400)	-15%
Investment Income	7,379,000	2,402,400	5,642,400	4,877,900	2,475,500	103%
TOTAL Sources	40,491,600	36,311,300	39,114,800	33,752,400	(2,558,900)	-7%
Uses						
Professional Services	16,400	18,100	18,800	20,900	2,800	15%
Projects and Operations						
Operating and Capital Disbursements	17,047,400	43,200,000	13,585,000	35,350,000	(7,850,000)	-18%
Transfers Out	4,116,900	10,482,100	5,822,000	12,066,800	1,584,700	15%
TOTAL Uses	21,180,700	53,700,200	19,425,800	47,437,700	(6,262,500)	-12%
Excess (deficiency) of Sources over (under) Uses	\$ 19,310,900	\$ (17,388,900)	\$ 19,689,000	\$ (13,685,300)	\$ 3,703,600	-21%

Investment income increased 103% compared to the previous year's budget due projected higher investment yield at 3% compared to 2% in FY 2024/25.

The operating and capital disbursements consist of allocations primarily for bus capital purposes, comprising approximately 98% of the total. In FY 2025/26, approximately 83% of the allocations are in Western County, 16% in Coachella Valley, and less than 1% in Palo Verde Valley. Similar to the LTF allocations, the STA allocations are subject to Commission approval in June 2025. Transfers out represent rail allocations of \$4,000,000 to the Rail Operations fund, \$1,042,900 to the Coachella Valley rail fund, \$50,000 to the SB 125 fund for Palo Verde Valley Transit Agency (PVVTA) facilities improvement project, \$127,600 to the General fund for administrative cost allocations, and \$6,846,300 to the 2009 Measure A Western County rail fund for the Perris Valley Line Double Track - Moreno Valley to Perris project, Perris Mead Valley Station, and south Perris station and layover expansion project.

STATE OF GOOD REPAIR FUND

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

TABLE 32 – STATE OF GOOD REPAIR FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
STA Sales Tax	\$ 4,729,900	\$ 5,007,700	\$ 5,008,000	\$ 5,008,000	\$ 300	–%
State Reimbursements	28,400	–	–	–	–	N/A
Investment Income	664,000	159,600	492,100	135,500	(24,100)	-15%
TOTAL Sources	5,422,300	5,167,300	5,500,100	5,143,500	(23,800)	–%
Uses						
Professional Services	116,700	–	–	–	–	N/A
Projects and Operations						
Operating and Capital Disbursements	2,064,100	6,125,000	11,941,300	6,458,300	333,300	5%
Transfers Out	1,182,100	1,138,500	1,086,600	1,227,600	89,100	8%
TOTAL Uses	3,362,900	7,263,500	13,027,900	7,685,900	422,400	6%
Excess (deficiency) of Sources over (under) Uses	\$ 2,059,400	\$ (2,096,200)	\$ (7,527,800)	\$ (2,542,400)	\$ (446,200)	21%

Investment income decreased 15% compared to the previous year's budget due to lower projected cash balances, offset by projected higher investment yield of 3% compared to 2% in FY 2024/25.

The operating and capital disbursements consist of allocations primarily for bus capital purposes, comprising approximately 96% of the total. In FY 2025/26, 66% of the allocations are in Western County, 31% in Coachella Valley, and 2% in Palo Verde Valley. Similar to the LTF and STA allocations, Commission approval of the SGR allocations occurs in June 2025. Transfers out of \$127,600 relate to the General fund for administrative costs allocations and \$1,100,000 to the 2009 Measure A Western County rail fund for rail station rehabilitation.

SB 125 FORMULA FUND

SB 125 was approved through an amendment to the Budget Act of 2023, which provides formula TIRCP and ZETCP to funding agencies (Table 33). TIRCP funds are eligible for transit operations and capital improvements as well as other grade separations. ZETCP funds are only available to public transit operators eligible to receive STA funds. SB 125 guidelines allocate or distribute funds within Riverside County based on local needs, existing priorities, policies, and procedures, as long as the program requirements and goals are met.

TABLE 33 - SB 125 FORMULA FUNDS FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
State Reimbursements	\$ –	\$ 70,009,700	\$ 200,060,200	\$ 61,848,000	\$ (8,161,700)	-12 %
Local Reimbursements	–	1,258,200	–	–	(1,258,200)	-100 %
Investment Income	–	1,435,200	2,428,100	4,158,100	2,722,900	190 %
Transfers In	7,700	–	47,200	50,000	50,000	N/A
TOTAL Sources	7,700	72,703,100	202,535,500	66,056,100	(6,647,000)	-9 %
Uses						
Personnel Salaries and Benefits	800	–	6,600	51,900	51,900	N/A
Professional Services	–	2,799,500	507,000	1,033,000	(1,766,500)	-63 %
Support Costs	–	500	–	500	–	– %
Projects and Operations						
Program Operations	6,900	50,000	50,000	95,500	45,500	91 %
Engineering	–	21,200,000	723,500	21,800,000	600,000	3 %
Construction	–	35,000,000	–	45,000,000	10,000,000	29 %
Right of Way	–	2,000	92,000	231,000	229,000	11450 %
Operating and Capital Disbursements	–	75,342,800	18,228,400	27,743,000	(47,599,800)	-63 %
TOTAL Projects and Operations	6,900	131,594,800	19,093,900	94,869,500	(36,725,300)	-28 %
Transfers Out	–	3,250,000	20,000	10,250,000	7,000,000	215 %
TOTAL Uses	7,700	137,644,800	19,627,500	106,204,900	(31,439,900)	-23 %
Excess (deficiency) of Sources over (under) Uses	\$ –	\$ (64,941,700)	\$ 182,908,000	\$ (40,148,800)	\$ 24,792,900	-38 %

State reimbursements of \$61,848,000 in FY 2025/26 consist of SB 125 TIRCP and ZETCP grants based on a population funding formula. The Commission began receiving these formula funds in FY 2024/25 and funding is expected to be fully disbursed to the Commission by 2028. Local reimbursements of \$0 reflect a 100% decrease in comparison to the prior year. In the prior year, PVVTA's facilities improvement project was expected to be predominantly funded with reimbursements from PVVTA whereas these projects will be funded with SB 125 and STA in FY 2025/26. Investment income is projected at an investment yield of 3%. Transfers in of \$50,000 reflect STA funding for the PVVTA facilities improvement projects.

Personnel salaries and benefits increased due to net FTE allocations to the SB 125 fund. Professional services reflects a 63% decrease and a continuation of grade separation studies. Program operations of \$95,500 includes Bechtel Infrastructure (Bechtel) management. Engineering of \$21,800,000 includes an allocation of \$20,000,000 for grade separation projects in the cities of Banning and Beaumont and the County of Riverside. Also included in engineering are \$600,000 for the PVVTA facilities improvement project. Construction of \$45,000,000 is allocated for grade separation projects in the city of Corona and County of Riverside. Right of way activity of \$231,000 is related to the PVVTA facilities improvement project. Operating and capital disbursements for \$27,743,000 consists of capital allocations to various transit agencies. Transfers out of \$10,250,000 include the allocation to the Coachella Valley Rail fund for the Coachella Valley Tier II project.

COACHELLA VALLEY RAIL FUND

The Coachella Valley rail fund accounts for funding for the planning and development of the new Coachella Valley-San Gorgonio Pass Corridor rail service (Table 34).

TABLE 34 – COACHELLA VALLEY RAIL FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Federal Reimbursements	\$ –	\$ –	\$ –	\$ 5,000,000	\$ 5,000,000	N/A
State Reimbursements	–	–	50,000	71,300	71,300	N/A
Investment Income	111,100	31,200	75,500	59,800	28,600	92%
Transfers In	124,200	4,452,600	126,700	11,292,900	6,840,300	154%
TOTAL Sources	235,300	4,483,800	252,200	16,424,000	11,940,200	266%
Uses						
Personnel Salaries and Benefits	59,500	141,800	80,700	98,000	(43,800)	-31%
Professional Services	28,700	232,000	36,000	5,077,500	4,845,500	2089%
Support Costs	900	8,100	1,600	1,000	(7,100)	-88%
Projects and Operations						
Program Operations	22,700	216,000	216,000	311,900	95,900	44%
Engineering	–	3,250,000	25,000	10,250,000	7,000,000	215%
TOTAL Projects and Operations	22,700	3,466,000	241,000	10,561,900	7,095,900	205%
Transfers Out	16,700	632,300	68,400	824,100	191,800	30%
TOTAL Uses	128,500	4,480,200	427,700	16,562,500	12,082,300	270%
Excess (deficiency) of Sources over (under) Uses	\$ 106,800	\$ 3,600	\$ (175,500)	\$ (138,500)	\$ (142,100)	-3947%

Federal reimbursements of \$5,000,000 in FY 2025/26 are anticipated for the CV Rail service development plan. State reimbursements budgeted in FY 2025/26 are anticipated for Coachella Valley Rail Tier II project activity. Investment income increased 92% from the FY 2024/25 budget due to higher projected investment yield of 3% compared to 2% in the prior year. Transfers in of \$11,292,900 reflect STA and SB 125 fund allocations for the Coachella Valley Tier II project and administrative costs.

Personnel salaries and benefits decreased 31% due to net FTE allocations offset by a 4% pool for performance merit-based salary increases. Professional services increased 2089% due to the CV Rail service development plan. Program operations consist of support from Bechtel. Engineering of \$10,250,000 is related to the Coachella Valley Tier II project. Transfers out to the General fund of \$824,100 relate to administrative costs allocations.

OTHER AGENCY PROJECTS FUND

The Other Agency Projects fund accounts for interagency cooperative planning and development of projects in the County (Table 35). The Commission entered into a MOU with the Riverside County Regional Park and Open Space District (District) for the Santa Ana River Trail projects. The projects are a joint effort with several public and private agencies including the counties of Orange and San Bernardino. The District is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction.

TABLE 35 – OTHER AGENCY PROJECTS FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Local Reimbursements	\$ 916,700	\$ 18,259,100	\$ 1,340,900	\$ 14,361,800	\$ (3,897,300)	-21%
Investment Income	34,600	–	28,000	900	900	N/A
TOTAL Sources	951,300	18,259,100	1,368,900	14,362,700	(3,896,400)	-21%
Uses						
Personnel Salaries and Benefits	79,800	226,800	63,100	223,200	(3,600)	-2%
Professional Services	9,700	107,000	76,000	122,000	15,000	14%
Support Costs	–	1,000	1,000	1,000	–	0%
Projects and Operations						
Program Operations	180,500	241,800	225,300	171,600	(70,200)	-29%
Engineering	501,900	366,000	491,000	234,000	(132,000)	-36%
Construction	–	2,206,000	140,000	9,525,000	7,319,000	332%
Right of Way	144,800	4,501,500	372,500	4,085,000	(416,500)	-9%
TOTAL Projects and Operations	827,200	7,315,300	1,228,800	14,015,600	6,700,300	92%
TOTAL Uses	916,700	7,650,100	1,368,900	14,361,800	6,711,700	88%
Excess (deficiency) of Sources over (under) Uses	\$ 34,600	\$ 10,609,000	\$ –	\$ 900	\$ (10,608,100)	-100%

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

SB 132 FUND

The SB 132 fund (Table 36) accounts for the \$427 million appropriation from the state highway account to the Riverside County Transportation Efficiency Corridor for five major projects in Western County:

- Commission's 15/91 Express Lanes Connector project, substantially completed in 2023;
- City of Corona's McKinley Avenue grade separation project;
- County's Jurupa Road grade separation project with the city of Jurupa Valley as its partner;
- County's I-15/Limonite Interchange project with the cities of Eastvale and Jurupa Valley as its partners completed in 2020; and
- County's Hamner Bridge widening project with the City of Norco as its partner.

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

Investment income increased 248% from the FY 2024/25 budget due to higher projected investment yield of 3% compared to 2% in the prior year.

TABLE 36 – SB 132 FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Local Reimbursements	\$ 12,600	\$ –	\$ –	\$ –	\$ –	N/A
Other Revenues	304,300	–	–	–	–	N/A
Investment Income	1,624,300	32,400	847,600	112,900	80,500	248%
Transfers In	32,016,500	6,471,900	4,258,600	–	(6,471,900)	-100%
TOTAL Sources	33,957,700	6,504,300	5,106,200	112,900	(6,391,400)	-98%
Uses						
Personnel Salaries and Benefits	390,700	171,800	113,300	–	(171,800)	-100%
Professional Services	148,900	405,500	90,500	–	(405,500)	-100%
Support Costs	479,700	24,500	20,000	–	(24,500)	-100%
Projects and Operations						
Program Operations	5,302,800	48,000	48,000	–	(48,000)	-100%
Engineering	1,226,600	–	–	–	–	N/A
Construction	2,590,700	–	5,000	–	–	N/A
Design Build	21,535,200	5,622,000	3,949,300	–	(5,622,000)	-100%
Right of Way	244,900	100,000	32,500	–	(100,000)	-100%
TOTAL Projects and Operations	30,900,200	5,770,000	4,034,800	–	(5,770,000)	-100%
Transfers Out	127,000	–	–	–	–	N/A
TOTAL Uses	32,046,500	6,371,800	4,258,600	–	(6,371,800)	-100%
Excess (deficiency) of Sources over (under) Uses	\$ 1,911,200	\$ 132,500	\$ 847,600	\$ 112,900	\$ (19,600)	-15%

There are no budgeted uses in FY 2025/26 as active projects previously funded by SB 132 have been moved to Measure A and Toll Operations funds in FY 2025/26.

REGIONAL CONSERVATION

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

The Regional Conservation fund (Table 37) accounts for interagency assistance with the RCA in its obligations to acquire, administer, operate, and maintain land and facilities to establish habitat reserves for the conservation and protection of species covered by the MSHCP.

TABLE 37 – REGIONAL CONSERVATION FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Local Reimbursements	\$ 8,863,300	\$ 14,213,700	\$ 10,879,700	\$ 13,439,900	\$ (773,800)	-5%
Investment Income	54,000	–	27,600	1,600	1,600	N/A
TOTAL Sources	8,917,300	14,213,700	10,907,300	13,441,500	(772,200)	-5%
Uses						
Personnel Salaries and Benefits	3,152,200	3,994,100	2,988,800	3,825,300	(168,800)	-4%
Professional Services	3,312,500	5,051,400	3,963,200	4,877,300	(174,100)	-3%
Support Costs	393,300	624,300	553,400	712,000	87,700	14%
Projects and Operations						
Program Operations	53,800	157,900	87,800	98,400	(59,500)	-38%
Right of Way	786,200	1,200,000	900,000	760,000	(440,000)	-37%
TOTAL Projects and Operations	840,000	1,357,900	987,800	858,400	(499,500)	-37%
Capital Outlay	–	5,000	–	5,000	–	0%
Transfers Out	1,165,200	3,181,000	2,414,100	3,163,500	(17,500)	-1%
TOTAL Uses	8,863,200	14,213,700	10,907,300	13,441,500	(772,200)	-5%
Excess (deficiency) of Sources over (under) Uses	\$ 54,100	\$ –	\$ –	\$ –	\$ –	N/A

Personnel salaries and benefits decreased 4% due to net FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs decreased 3% due to monitoring and management contracts. Support costs increased 14% primarily due to insurance costs. Program operations decreased 38% due to Bechtel program management. Right of way decreased 37% due to potential land appraisals and acquisition costs that vary from year to year. Transfers out to the General fund of \$3,163,500 relate to administrative costs allocations.

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

CAPITAL PROJECTS FUNDS

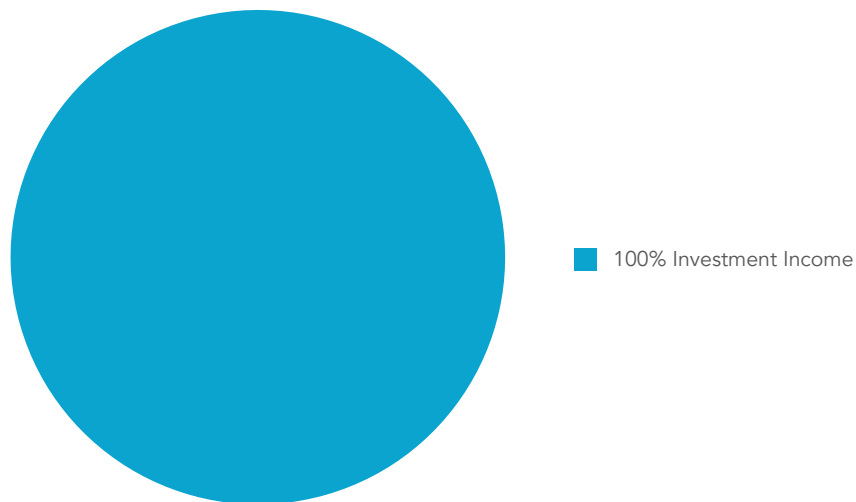
OVERVIEW

Two capital projects funds account for all debt proceeds from commercial paper notes and sales tax revenue bonds (Table 38).

TABLE 38 - CAPITAL PROJECTS FUNDS FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Investment Income	\$ 1,453,200	\$ 336,000	\$ 690,500	\$ 432,700	\$ 96,700	29%
TOTAL Revenues	1,453,200	336,000	690,500	432,700	96,700	29%
Other Financing Sources (Uses)						
Contributions	–	–	2,727,300	–	–	N/A
Transfers In	632,800	–	210,900	–	–	N/A
Transfers Out	(18,990,400)	(3,850,000)	(3,850,100)	–	3,850,000	-100%
Net Financing Sources (Uses)	(18,357,600)	(3,850,000)	(911,900)	–	3,850,000	-100%
Excess (deficiency) of Revenues over (under) Uses	(16,904,400)	(3,514,000)	(221,400)	432,700	3,946,700	-112%
Beginning Fund Balance	31,542,700	14,638,300	14,638,300	14,416,900	(221,400)	-2%
ENDING FUND BALANCE	\$ 14,638,300	\$ 11,124,300	\$ 14,416,900	\$ 14,849,600	\$ 3,725,300	33%

As illustrated in the following charts for FY 2025/26, capital projects funds sources and uses consist of investment income (Chart 19) . In prior years, these charts reflected debt proceeds, including bond premium, and transfers in for sources as well as debt service payments to escrow agent for uses. The Commission does not anticipate any new sales tax revenue debt issuances or refundings in FY 2025/26.

CHART 19 – CAPITAL PROJECTS FUNDS SOURCES FY 2025/26

OVERVIEW

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

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

The current commercial paper program authorization is \$60,000,000. As credit and liquidity support for the commercial paper notes, the Commission has an irrevocable direct draw letter of credit in the amount of \$60,750,000 and a reimbursement agreement with a bank that expires in October 2025. The costs for the liquidity support are reflected in the 2009 Measure A Western County bond financing special revenue fund. Currently, there are no outstanding commercial paper notes; the FY 2025/26 budget does not include any issuances of commercial paper notes. The Commission currently maintains a P-1 and an A-1 rating from Moody's Investors Service (Moody's) and S&P Global Ratings (S&P), respectively, on the commercial paper notes.

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

- *Series B taxable bonds issued in November 2010 (2010B Bonds) designated as BABs under the American Recovery and Reinvestment Act.* The Commission designated a portion of the BABs as recovery zone economic development bonds (RZEDBs). The Commission expects to receive a cash subsidy from the United States Treasury equal to 35% of the interest payable on the BABs or 45% of the interest payable on the 2010B Bonds designated as RZEDBs. However, reductions in the BABs subsidies occurred in recent years due to federal sequestration cuts. If sequestration continues, the Commission anticipates a reduction in the FY 2025/26 BABs subsidy of approximately 5.7%;
- *Tax-exempt refunding bonds issued in September 2016 (2016 Refunding Bonds);*
- *Tax-exempt bonds issued in July 2017 (2017A Bonds) to fund the I-15 Express Lanes project and 91 Project completion costs;*
- *Tax-exempt refunding bonds issued in December 2017 (2017B Refunding Bonds); and*
- *Tax-exempt refunding bonds issued in April 2018 (2018 Refunding Bonds).*

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

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

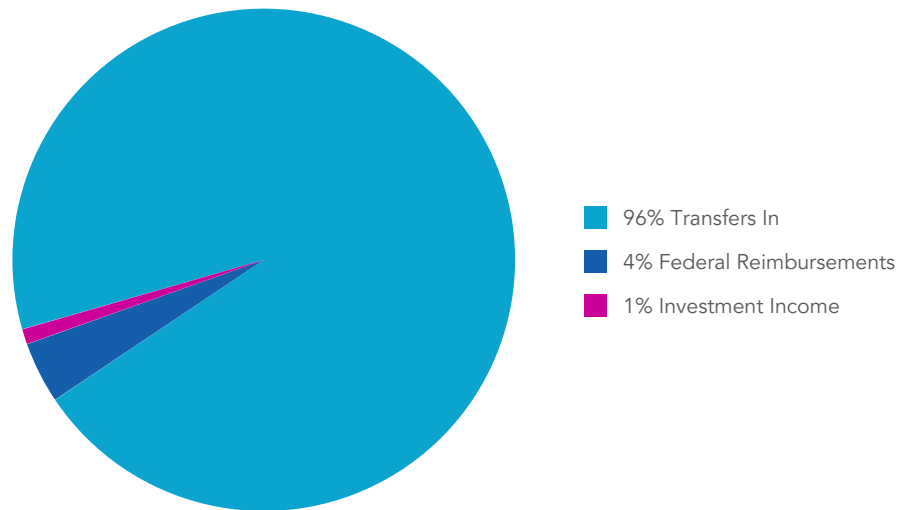
The Debt Service fund of the Commission primarily accounts for all activities related to the sales tax revenue bonds debt incurred by the Commission (Table 39). The Commission does not anticipate any issuances of sales tax bonds in FY 2025/26.

TABLE 39 – DEBT SERVICE FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Sources						
Federal Reimbursements	\$ 2,823,200	\$ 2,812,100	\$ 2,812,100	\$ 2,812,100	\$ –	0%
Investment Income	1,499,200	255,600	922,800	425,000	169,400	66%
TOTAL Sources	4,322,400	3,067,700	3,734,900	3,237,100	169,400	6%
Expenditures						
Debt Service						
Principal Payments	32,635,000	34,210,000	34,210,000	35,815,000	1,605,000	5%
Interest Payments	36,580,000	34,948,300	34,948,300	33,370,200	(1,578,100)	-5%
TOTAL Expenditures	69,215,000	69,158,300	69,158,300	69,185,200	26,900	0%
Excess (deficiency) of Revenues over (under) Expenditures	(64,892,600)	(66,090,600)	(65,423,400)	(65,948,100)	142,500	0%
Other Financing Sources (Uses)						
Transfers In	70,054,000	69,158,300	69,158,300	69,185,200	26,900	0%
Transfers Out	(3,580,200)	(2,812,100)	(3,023,000)	(2,812,100)	–	0%
Net Financing Sources (Uses)	66,473,800	66,346,200	66,135,300	66,373,100	26,900	0%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	1,581,200	255,600	711,900	425,000	169,400	66%
Beginning Fund Balance	11,871,700	13,452,900	13,452,900	14,164,800	711,900	5%
ENDING FUND BALANCE	\$ 13,452,900	\$ 13,708,500	\$ 14,164,800	\$ 14,589,800	\$ 881,300	6%

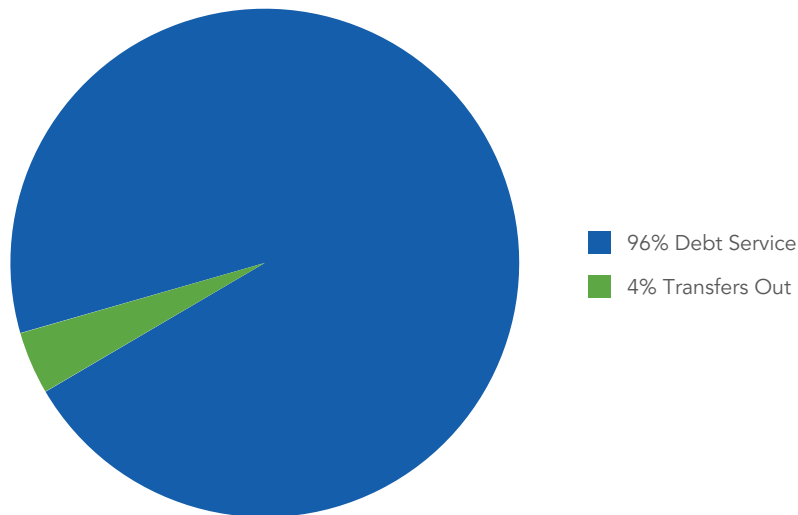
Reimbursements consist of federal cash subsidy payments related to the 2010B Bonds designated as BABs. The BABs subsidy payments reflect a reduction in the expected payments due to federal sequestration cuts. Investment income is higher than the previous fiscal year due to projected higher investment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

CHART 20 – DEBT SERVICE FUND SOURCES FY 2025/26



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

CHART 21 – DEBT SERVICE FUND USES FY 2025/26



OVERVIEW

In FY 2025/26, the Commission will operate two express lanes systems that are accounted for in separate enterprise funds. The RCTC 91 Express Lanes opened in March 2017 and the 15 Express Lanes opened in April 2021.

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

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

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

The Commission excludes accretion amounts related to CABs, as they do not affect the annual budget activities.

In October 2024, the Commission prepaid the I-15 Express Lanes 2017 TIFIA loan totaling approximately \$173.7 million. The TIFIA loan was prepaid utilizing a combination of excess toll revenues, contributions from Measure A, existing I-15 Express Lanes reserves and an internal loan funded by Measure A. The Measure A loan will be repaid by the I-15 Express Lanes annually with available surplus. Included in FY 2025/26 are loan repayments to Measure A of \$31.6 million. The anticipated interfund loan balance between Measure A and the I-15 Express Lanes as of June 30, 2026 is projected at \$17.7 million.

Excess toll revenues (i.e. surplus revenue) after commitments are available for projects within the SR-91 and I-15 Corridors. Table 56 provides the list of projects to be funded in FY 2025/26 with projected surplus revenue.

In FY 2025/26, several projects were moved to the Toll program from other funding sources. Projects moved to the RCTC 91 Express Lanes fund include 91 ECOP, 15/91 Express Lanes Connector, and 15/91 Express Transit Connector. The I-15 Express Lanes Southern Extension project was moved to the 15 Express Lanes fund. This funding source shift provides relief to the Measure A and Programming funds.

RCTC 91 EXPRESS LANES

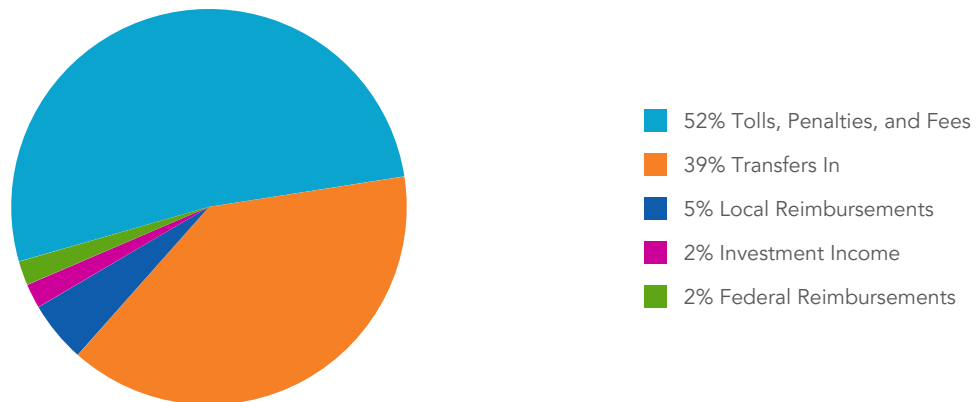
The RCTC 91 Express Lanes is a four-lane, eight-mile toll road in the median of SR-91 that extends the Orange County Transportation Authority (OCTA) 91 Express Lanes at the Orange County/Riverside County line to the SR-91/I-15 interchange. It includes a direct express lanes connector from SR-91 to I-15 south of the 15/91 interchange and the newly opened 15/91 express lanes connector to the I-15 north of the 15/91 interchange. Toll revenues and non-toll revenues fund maintenance and operating costs, rehabilitation, capital expenses, and debt service (Table 40). The RCTC 91 Express Lanes toll collection system is all electronic transactions, with no toll collection booths. The RCTC 91 Express Lanes converted to Dynamic Pricing in 2025 following approval by the Commission. The RCTC 91 Express Lanes completed the implementation of a new back office system and customer service contract in 2023 improving customer service and operations efficiency. Commuters on SR-91 in Corona have a choice of using either the express lanes or the general-purpose lanes.

TABLE 40 – RCTC 91 EXPRESS LANES ENTERPRISE FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Federal Reimbursements	\$ –	\$ –	\$ –	\$ 3,388,000	\$ 3,388,000	–%
Local Reimbursements	49,100	–	2,540,600	9,389,000	9,389,000	0%
Tolls, Penalties, and Fees	92,668,200	80,694,000	99,748,300	94,751,000	14,057,000	17%
Investment Income	8,442,700	3,399,600	6,304,800	3,899,500	499,900	15%
TOTAL Revenues	101,160,000	84,093,600	108,593,700	111,427,500	27,333,900	33%
Expenses						
Personnel Salaries and Benefits	1,180,100	1,454,600	1,326,400	1,986,100	531,500	37%
Professional and Support						
Professional Services	859,200	1,491,900	1,013,900	3,869,600	2,377,700	159%
Support Costs	5,063,100	6,713,700	5,236,800	7,363,000	649,300	10%
TOTAL Professional and Support Costs	5,922,300	8,205,600	6,250,700	11,232,600	3,027,000	37%
Program and Operations						
Program and Operations	9,140,400	12,288,100	8,499,200	18,496,900	6,208,800	51%
Engineering	–	1,000,000	325,600	9,191,200	8,191,200	819%
Construction	3,081,800	5,967,100	3,411,400	3,854,500	(2,112,600)	-35%
Right of Way	–	–	–	270,000	270,000	–%
Design Build	1,529,900	–	80,000	660,000	660,000	0%
Special Studies	–	110,000	110,000	808,000	698,000	635%
TOTAL Program and Operations	13,752,100	19,365,200	12,426,200	33,280,600	13,915,400	72%
Debt Service						
Principal Payments	–	4,580,000	4,580,000	4,875,000	295,000	6%
Interest Payments	22,201,000	22,201,000	22,201,000	22,201,000	–	0%
TOTAL Debt Service	22,201,000	26,781,000	26,781,000	27,076,000	295,000	1%
Capital Outlay	31,800	334,000	86,000	800,000	466,000	140%
TOTAL Expenses	43,087,300	56,140,400	46,870,300	74,375,300	18,234,900	32%
Excess (deficiency) of Revenues over (under) Expenditures	58,072,700	27,953,200	61,723,400	37,052,200	9,099,000	33%
Other Financing Sources (Uses)						
Transfers In	307,600	55,000	106,500	70,463,000	70,408,000	128015%
Transfers Out	(33,561,500)	(9,146,100)	(7,463,800)	(71,898,700)	(62,752,600)	686%
Net Financing Sources (Uses)	(33,253,900)	(9,091,100)	(7,357,300)	(1,435,700)	7,655,400	-84%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	24,818,800	18,862,100	54,366,100	35,616,500	16,754,400	89%
Beginning Fund Balance	87,377,900	112,196,700	112,196,700	166,562,800	54,366,100	48%
ENDING FUND BALANCE	\$ 112,196,700	\$ 131,058,800	\$ 166,562,800	\$ 202,179,300	\$ 71,120,500	54%

Tolls, penalties, and fees revenues represent the primary revenue source for the RCTC 91 Express Lanes enterprise fund (Chart 22). Such revenues consist of toll revenues of \$83,960,000 based on estimated toll transactions and current RCTC 91 Express Lanes traffic, while the balance of \$10,791,000 represents penalties and fees related to toll transactions and other customer account fees. Investment income represents earnings on operating and other restricted funds and reflects a 15% increase due to projected higher investment yield at 3% compared to 2% in the prior year. Federal reimbursements of \$3,388,000 are for project activity on 91 ECOP. Local reimbursements of \$9,389,000 include anticipated reimbursements of \$7,300,000 from Transportation Corridor Agencies for 91 Express Lanes eastbound to McKinley and \$2,084,000 from OCTA for 91 ECOP.

CHART 22 – RCTC 91 EXPRESS LANES ENTERPRISE FUND SOURCES FY 2025/26



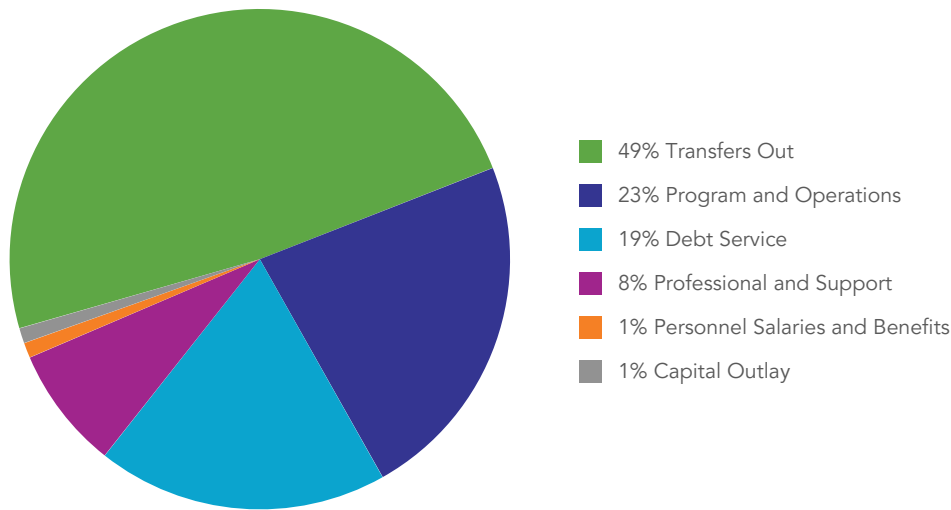
Toll operations expenses in FY 2025/26 are necessary to manage the operations, maintenance, and capital support of the RCTC 91 Express Lanes (Chart 23). Personnel salaries and benefits represents 1% of the total budgeted uses. Personnel salaries and benefits increased 37% due to the net allocation of FTEs and a 4% pool for performance merit-based salary increases. Professional and support costs are 8% of budgeted uses and include system, equipment, and road maintenance; insurance; violation enforcement; consulting services; and marketing. Program and operations of \$18,496,900 consist of the contracted operators' expenses related to operating and maintaining the toll lane hardware and software and customer service center, toll processing, and violation collection processing and program management for various capital projects within the corridor. Engineering and construction costs of \$9,191,200 and \$3,854,500, respectively, include required major repair and rehabilitation activity and various capital projects that are funded utilizing surplus toll revenues. Right of way of \$270,000 is primarily comprised of right of way activity for 91 ECOP. Design build costs increased from the prior year due to varying phases of required major repair and rehabilitation activity along with project work on 15/91 Express Lanes Connector. Special studies of \$808,000 is anticipated for both the 15/91 Express Transit Connector and 91 Improvements east of I-15.

Debt service includes interest payments of \$22,201,000 for the 2021 Toll Refunding Bonds. Interest payments on the 2013 Toll Revenue Bonds are not required until December 2025. Principal payments are not required until June 2026 for the 2013 Toll Bonds and the 2021 Toll Refunding Bonds.

Capital outlay of \$800,000 is related to office improvements and procurement of transponders.

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

CHART 23 – RCTC 91 EXPRESS LANES ENTERPRISE FUND USES FY 2025/26



Transfers out include \$70,000,000 of RCTC 91 Express Lanes surplus toll revenues of which \$20,000,000 is to advance fund major repair and rehabilitation costs in upcoming fiscal years, and \$50,000,000 is to fund eligible capital projects within the corridor as listed on Table 56. Transfers out also includes \$1,898,700 to the General fund for administrative cost allocations.

15 EXPRESS LANES

The 15 Express Lanes opened in April 2021 and consist of tolled express lanes in each direction from Cajalco Road in Corona to the SR-60 interchange in Jurupa Valley. Tolled revenues and non-toll revenues fund maintenance and operating costs, rehabilitation, capital expenses, and debt service (Table 41). The 15 Express Lanes toll collection system is all electronic transactions, with no toll collection booths. The 15 Express Lane operates a customer service center and traffic operations center. Commuters on I-15 have a choice of using either express lanes or the general-purpose lanes.

TABLE 41 – RCTC 15 EXPRESS LANES ENTERPRISE FUND FY 2024 – 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Tolls, Penalties, and Fees	\$ 43,888,600	\$ 38,679,000	\$ 53,028,400	\$ 53,106,700	\$ 14,427,700	37%
Other Revenue	109,900	103,000	103,800	106,300	3,300	3%
Investment Income	4,737,100	2,884,800	3,018,400	715,400	(2,169,400)	-75%
TOTAL Revenues	48,735,600	41,666,800	56,150,600	53,928,400	12,261,600	29%
Expenses						
Personnel Salaries and Benefits	577,700	960,000	693,200	1,627,700	667,700	70%
Professional and Support						
Professional Services	481,800	1,164,700	795,000	2,915,500	1,750,800	150%
Support Costs	2,936,900	3,450,600	3,167,000	3,909,800	459,200	13%
TOTAL Professional and Support Costs	3,418,700	4,615,300	3,962,000	6,825,300	2,210,000	48%
Program and Operations						
Program and Operations	6,886,000	7,233,500	6,925,600	8,269,800	1,036,300	14%
Construction	9,000	40,000	25,000	400,000	360,000	900%
TOTAL Projects and Operations	6,895,000	7,273,500	6,950,600	8,669,800	1,396,300	19%
Debt Service						
Principal Payments	–	173,747,500	173,734,100	–	(173,747,500)	-100%
Interest Payments	–	3,000,000	3,000,000	660,000	(2,340,000)	-78%
TOTAL Debt Service	–	176,747,500	176,734,100	660,000	(176,087,500)	-100%
Capital Outlay	20,800	34,000	–	750,000	716,000	2106%
TOTAL Expenses	10,912,200	189,630,300	188,339,900	18,532,800	(171,097,500)	-90%
Excess (deficiency) of Revenues over (under) Expenditures	37,823,400	(147,963,500)	(132,189,300)	35,395,600	183,359,100	-124%
Other Financing Sources (Uses)						
Contributions	–	9,000,000	9,000,000	–	(9,000,000)	-100%
Transfers In	200	35,040,000	36,697,600	4,000,000	(31,040,000)	-89%
Transfers Out	(354,500)	(589,200)	(524,000)	(36,714,800)	(36,125,600)	6131%
Net Financing Sources (Uses)	(354,300)	43,450,800	45,173,600	(32,714,800)	(76,165,600)	-175%
Excess (deficiency) of Revenues over (under) Expenditures and Other Financing Sources (Uses)	37,469,100	(104,512,700)	(87,015,700)	2,680,800	107,193,500	-103%
Beginning Fund Balance	79,454,400	116,923,500	116,923,500	29,907,800	(87,015,700)	-74%
ENDING FUND BALANCE	\$ 116,923,500	\$ 12,410,800	\$ 29,907,800	\$ 32,588,600	\$ 20,177,800	163%

Tolls, penalties, and fees revenues represent the primary revenue source for the enterprise fund (Chart 24). Such revenues consist of \$43,155,000 based on estimated toll transactions, while the balance of \$9,951,700 represents penalties and fees related to toll transactions and other customer account fees. Other revenues reflect operating lease payments for the 91 Express Lanes' customer service center, which is owned by the 15 Express Lanes. Investment income represents earnings on operating and other restricted funds. Investment income decreased 75% due to a decrease in restricted funds which were used to prepay then 2017 TIFIA loan in October 2024.

CHART 24 – RCTC 15 EXPRESS LANES ENTERPRISE FUND SOURCES FY 2025/26

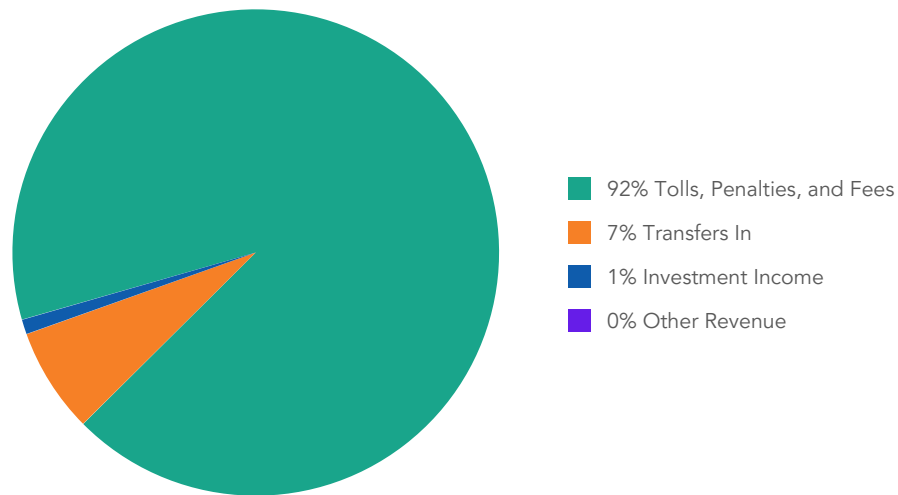
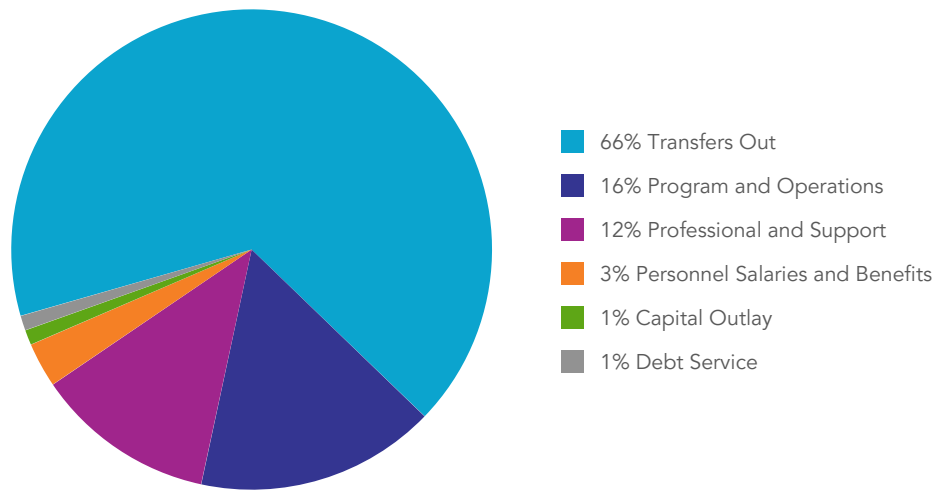


CHART 25 – RCTC 15 EXPRESS LANES ENTERPRISE FUND USES FY 2025/26



Toll operations expenses in FY 2025/26 are necessary to manage the operations, maintenance, and capital support of the 15 Express Lanes (Chart 25). Personnel salaries and benefits represents 3% of the total budgeted uses. Personnel salaries and benefits increased 70% due to the net allocation of FTEs and a 4% pool for performance merit-based salary increases. Professional and support costs is 12% of budgeted uses and includes system, equipment, and road maintenance; insurance; violation enforcement; consulting services; and marketing. Program and operations of \$8,669,800 consist of the toll services provider expenses related to operating and maintaining the toll lane hardware and software and customer service center, toll processing, violation collection processing, and program management. Capital outlay of \$750,000 is related to office improvements. Transfers out of \$36,714,800 includes a \$31,000,000 interfund loan principal repayment to Measure A in connection with the pay off of the TIFIA Loan, \$4,000,000 to fund eligible capital projects within the corridor using anticipated surplus revenue, and \$1,714,800 to the General fund for the administrative cost allocations. Debt service includes a \$660,000 interest payment to Measure A in connection with the aforementioned loan.

SECTION 3

Departments Budgets

TABLE 42 – BUDGET COMPARISON BY DEPARTMENT FY 2024 - 2026

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Revenues						
Measure A Sales Tax	\$ 281,794,700	\$ 265,000,000	\$ 265,000,000	\$ 262,000,000	\$ (3,000,000)	-1 %
LTF Sales Tax	156,212,500	148,000,000	148,000,000	148,000,000	–	0 %
STA Sales Tax	37,842,500	38,916,600	38,480,400	33,882,500	(5,034,100)	-13 %
Federal Reimbursements	66,087,300	75,121,600	61,018,200	82,643,100	7,521,500	10 %
State Reimbursements	70,357,500	128,027,600	233,020,600	116,380,100	(11,647,500)	-9 %
Local Reimbursements	26,465,900	74,199,100	31,710,000	87,277,000	13,077,900	18 %
TUMF Revenue	40,959,800	29,610,000	30,000,000	30,000,000	390,000	1 %
Tolls, Penalties, and Fees	136,556,800	119,373,000	152,776,700	147,857,700	28,484,700	24 %
Other Revenue	1,352,800	767,500	4,799,000	949,900	182,400	24 %
Investment Income	74,755,400	33,880,600	59,031,400	44,392,100	10,511,500	31 %
Total Revenues	892,385,200	912,896,000	1,023,836,300	953,382,400	40,486,400	4 %
Expenditures/Expenses						
Management Services:						
Executive Management	769,700	3,154,100	1,006,000	4,548,400	1,394,300	44 %
Administration	3,529,200	10,365,900	7,469,800	9,666,100	(699,800)	-7 %
External Affairs	1,401,900	2,192,400	1,865,400	2,134,900	(57,500)	-3 %
Finance	4,865,600	5,626,800	3,151,900	5,725,500	98,700	2 %
Total Management Services	10,566,400	21,339,200	13,493,100	22,074,900	735,700	3 %
Regional Programs:						
Planning and Programming Services	10,508,600	20,610,400	14,630,100	20,747,400	137,000	1 %
Rail Maintenance and Operations	31,993,700	65,289,000	49,307,400	71,355,400	6,066,400	9 %
Public and Specialized Transit	137,103,800	331,996,700	179,635,000	303,344,800	(28,651,900)	-9 %
Commuter Assistance	3,445,100	7,502,900	4,427,300	7,657,500	154,600	2 %
Motorist Assistance	4,707,300	5,979,100	4,954,900	6,975,900	996,800	17 %
Regional Conservation	7,698,000	11,032,700	8,493,200	10,278,000	(754,700)	-7 %
Total Regional Programs	195,456,500	442,410,800	261,447,900	420,359,000	(22,051,800)	-5 %
Capital Project Development and Delivery	337,695,600	498,093,300	314,153,300	491,310,500	(6,782,800)	-1 %
Toll Operations	31,798,100	42,242,200	31,695,100	78,601,100	36,358,900	86 %
Debt Service:						
Principal Payments	32,635,000	212,537,500	212,524,100	40,690,000	(171,847,500)	-81 %
Interest Payments	58,781,000	60,149,300	60,149,300	56,231,200	(3,918,100)	-7 %
Total Debt Service	91,416,000	272,686,800	272,673,400	96,921,200	(175,765,600)	-64 %
Total Expenditures/Expenses	666,932,600	1,276,772,300	893,462,800	1,109,266,700	(167,505,600)	-13 %
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses	225,451,900	(363,876,300)	130,373,500	(155,884,300)	207,992,000	-57 %
Other Financing Sources (Uses)						
Transfers In	192,278,300	224,429,100	194,510,400	298,363,700	73,934,600	33 %
Transfers Out	(192,278,300)	(224,429,100)	(194,510,400)	(298,363,700)	(73,934,600)	33 %
Contributions	–	9,000,000	11,727,300	–	(9,000,000)	(100)%
Net Financing Sources (Uses)	–	9,000,000	11,727,300	–	(9,000,000)	-100 %
Excess (deficiency) of Revenues over (under) Expenditures/ Expenses and Other Financing Sources (Uses)	225,451,900	(354,876,300)	142,100,800	(155,884,300)	198,992,000	-56 %
Beginning Fund Balance	1,437,994,300	1,663,446,200	1,663,446,200	1,805,547,000	142,100,800	9 %
Ending Fund Balance	\$ 1,663,446,200	\$ 1,308,569,900	\$ 1,805,547,000	\$ 1,649,662,700	\$ 341,092,800	26 %

SECTION 3.1

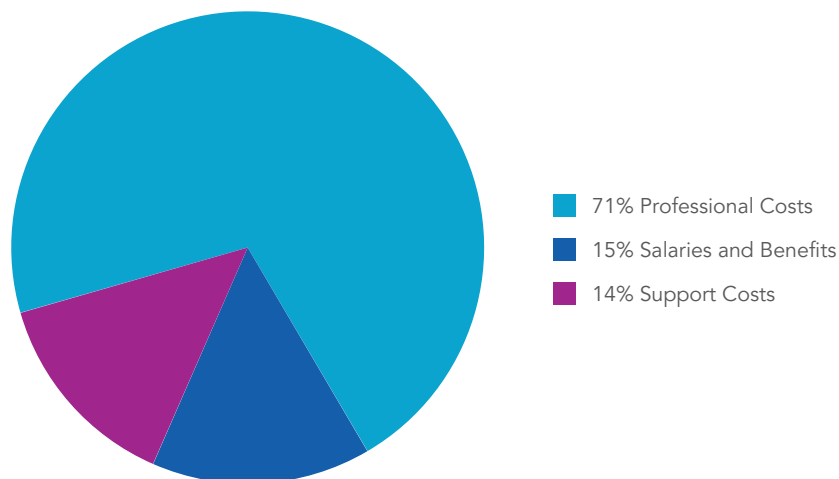
Management Services

EXECUTIVE MANAGEMENT

MISSION STATEMENT:

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

CHART 26 – EXECUTIVE MANAGEMENT



EXPENDITURES

Executive Management has a budget of \$4,548,400 (Table 43) for oversight of all Commission functions. The 11% increase in salaries and benefits reflects the net change in FTE allocations, including a 4% pool for performance merit-based salary increases. Professional costs of \$3,220,000 include legal fees and professional consulting services. The 37% increase reflects the one-time expenditure for a county-wide traffic relief plan initiative. Support costs of \$637,600 include various membership dues and staff-related travel costs and reflects an increase of 176% for staff's commitment to developing regional collaboration in transportation improvements.

TABLE 43 – EXECUTIVE MANAGEMENT EXPENDITURE DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 611,000	\$ 622,700	\$ 622,200	\$ 690,800	\$ 68,100	11%
Professional Costs						
Legal Services	73,700	200,000	125,000	350,000	150,000	75%
Professional Services - General	–	2,100,000	75,000	2,870,000	770,000	37%
Total Professional Costs	73,700	2,300,000	200,000	3,220,000	920,000	40%
Support Costs	85,000	231,400	183,800	637,600	406,200	176%
TOTAL Executive Management	\$ 769,700	\$ 3,154,100	\$ 1,006,000	\$ 4,548,400	\$ 1,394,300	44%

EXECUTIVE MANAGEMENT STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Assistant	0.01	0.05	0.02
Administrative Supervisor/Executive Assistant	0.00	0.00	0.50
Community Engagement Manager	0.00	0.00	0.20
Deputy Executive Director	0.05	0.42	0.42
Executive Director	0.55	0.40	0.34
External Affairs Director	0.00	0.00	0.23
Legislative Affairs	0.00	0.00	0.01
Public Affairs Manager	0.00	0.00	0.12
Senior Administrative Assistant	0.00	0.01	0.00
Senior Management Analyst	0.00	0.00	0.25
Senior Office Assistant	0.00	0.05	0.01
FTE	0.61	0.93	2.10

DEPARTMENT OVERVIEW

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

DEPARTMENT GOALS

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

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

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

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

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

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

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

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

- Proactive communication with a wide variety of communities throughout Riverside County, ensuring transportation services, programs and opportunities to serve all – especially rural, low-income and disadvantaged communities; and
- Specialized outreach to small and disadvantaged businesses in terms of contracting opportunities and to create and maintain a diverse and empathetic Commission workforce reflecting the residents of all of Riverside County. *(Policy Goals: Connecting the Economy, Operational Excellence, Quality of Life, Responsible Partner)*

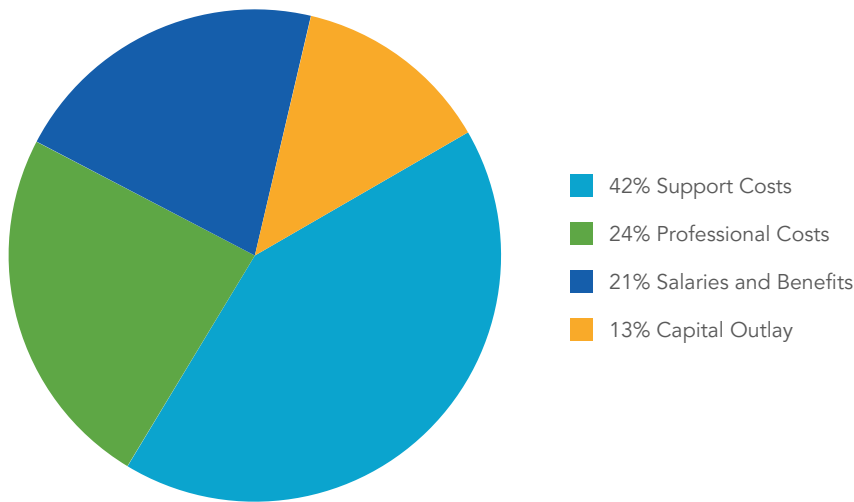
ID	Executive Management Performance Measures and Results		FY 23/24 Estimated		FY 23/24 Actual		FY 24/25 Estimated		FY 25/26 Projected
EM1	Expenditures/Expenses	\$	983,490,200	\$	666,933,300	\$	1,276,772,300	\$	1,109,266,700
EM4									
EM5	Staffing levels		81		77		84		85
EM6									
EM5	Administration costs as percentage of expenditures / expenses		1.6 %		1.6 %		1.7 %		2.0 %

ADMINISTRATION

MISSION STATEMENT:

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

CHART 27 – ADMINISTRATION



EXPENDITURES

The Administration Department’s total budget is \$9,666,100 (Table 44) for office operations including management of office space, lease, information technology, and equipment; records; Commission and committee meetings; RCA Board of Directors and committee meetings; special events; clerk of the board; human resources; and procurement. Salaries and benefits expenditures of \$1,990,300 reflects a decrease of 3% due to the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of \$2,320,000 cover various services including, but not limited to, Commissioner per diem, legal fees, and consultant and other professional services. The increase of 5% reflects the increase for risk and insurance management, procurement advertising and legal support, and a compensation study. Support costs of \$4,055,800 include administrative overhead including office lease and maintenance; information technology updates, support, and maintenance; insurance; and recruitments. Support costs increased 3% due to insurance and professional leadership management training. Capital outlay of \$1,300,000 covers office space improvements, information technology improvements and upgrades, and equipment upgrades. Clerk of the Board costs related directly to regional conservation are included in the Regional Conservation Department.

TABLE 44 – ADMINISTRATION EXPENDITURE DETAIL

	FY 23/24		FY 24/25		FY 24/25		FY 25/26		Dollar Change	Percent Change
	Actual	Revised	Budget		Projected		Budget			
Salaries and Benefits	\$ 1,203,900	\$ 2,051,300	\$ 1,766,600	\$ 1,990,300	\$ (61,000)	-3%				
Professional Costs										
Commissioner Per Diem	52,500	65,000	45,000	65,000	–	0%				
Legal Services	79,700	195,000	112,500	195,000	–	0%				
Professional Services - General	1,030,200	1,948,000	1,681,400	2,060,000	112,000	6%				
Total Professional Costs	1,162,400	2,208,000	1,838,900	2,320,000	112,000	5%				
Support Costs	1,109,400	3,956,600	2,984,300	4,055,800	99,200	3%				
Capital Outlay	53,500	2,150,000	880,000	1,300,000	(850,000)	-40%				
TOTAL Administration	\$ 3,529,200	\$ 10,365,900	\$ 7,469,800	\$ 9,666,100	\$ (699,800)	-7%				

ADMINISTRATION STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Assistant	1.70	1.48	1.75
Administrative Services Director- Clerk of the Board	0.84	0.81	0.89
Administrative Supervisor/Executive Assistant	0.09	1.00	0.48
Deputy Clerk of the Board	0.99	1.08	1.10
Deputy Director of Administrative Services	0.00	0.70	0.20
Facilities Administrator	0.05	0.07	0.01
Human Resources Specialist	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00
IT Administrator	0.00	1.00	1.00
Procurement Analyst	0.00	0.17	0.15
Procurement Manager	0.03	0.38	0.22
Records Technician	1.00	1.00	1.00
Senior Administrative Assistant	0.38	0.85	0.42
Senior Office Assistant	0.70	0.65	0.81
Senior Procurement Analyst	0.01	0.12	0.17
FTE	7.79	11.31	10.20

DEPARTMENT OVERVIEW – OFFICE OPERATIONS

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

DEPARTMENT GOALS – OFFICE OPERATIONS

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

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

DEPARTMENT OVERVIEW – CLERK OF THE BOARD

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

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

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

DEPARTMENT GOALS – CLERK OF THE BOARD

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

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

DEPARTMENT GOALS – HUMAN RESOURCES

Human Resources responsibilities include:

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

DEPARTMENT GOALS – HUMAN RESOURCES

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

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

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

HR4 – Understand and consistently deliver excellent customer service to all employees within a hybrid setting. *(Policy Goal: Operational Excellence)*

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

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

DEPARTMENT GOALS – PROCUREMENT

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

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

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

DEPARTMENT GOALS – PROCUREMENT

P1 – Procure goods and services from qualified consultants, contractors, and other vendors in accordance with the Commission’s Procurement Policy Manual and applicable laws and regulations at a competitive price. *(Policy Goal: Operational Excellence)*

P2 – Review existing procurement policies and procedures. *(Policy Goal: Operational Excellence)*

P3 – Protect the Commission’s assets by ensuring appropriate insurance is obtained. *(Policy Goal: Operational Excellence)*

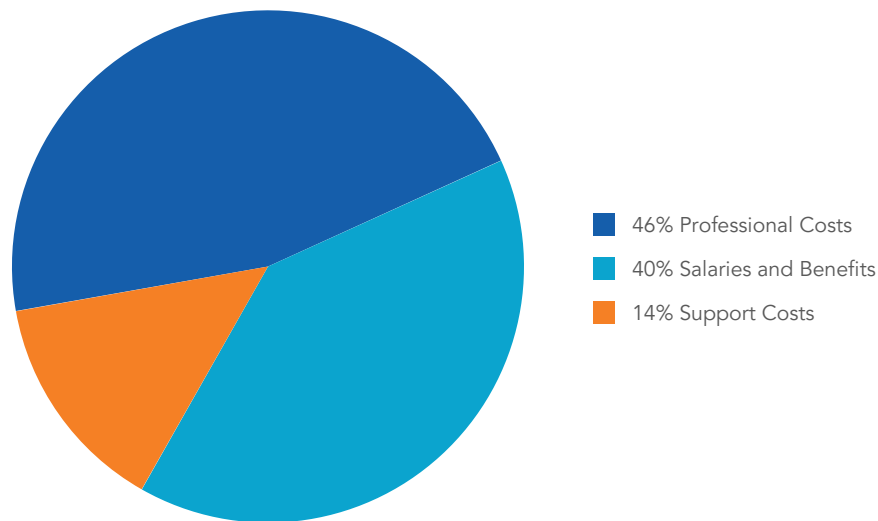
ID	Administration Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
OO1	Staff supported: Regular full-time	81	77	84	85
OO2	Legal notices	20	11	15	15
CB1, CB2	RCTC and RCA board, committee, and ad hoc meetings	75	66	75	75
CB1	RCTC and RCA board members supported (including alternates)	108	108	108	108
HR1, HR4	Employee policies and procedures/ Benefits review sessions held	6	7	8	6
HR2	Recruitments	3	7	4	4
HR2	Positions filled	3	6	4	4
HR3	Employee training sessions held	2	2	2	3
P1	Agreements processed	215	282	245	270

EXTERNAL AFFAIRS

MISSION STATEMENT:

The External Affairs Department fosters relationships with the public, businesses and organizations, as well as government leaders to help shape and share transportation projects and programs that reflect the unique needs of Riverside County.

CHART 28 – EXTERNAL AFFAIRS



EXPENDITURES

The External Affairs Department has a total budget of \$2,134,900 (Table 45), reflecting a decrease of 3%. Salaries and benefits reflect a decrease of 11% due to the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of \$976,300 include legislative advocacy, graphic design, website updates, social media communications, and targeted digital advertising. The 3% increase is due to targeted digital advertising. Support costs include advertising, various membership dues, subscriptions to business software products, journalistic publications, and staff-related travel costs to Sacramento, Washington, D.C., and professional conferences.

TABLE 45 - EXTERNAL AFFAIRS EXPENDITURE DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 824,700	\$ 955,400	\$ 955,300	\$ 850,800	\$ (104,600)	-11%
Professional Costs						
Legal Services	8,300	35,000	13,000	35,000	–	0%
Professional Services - General	524,400	915,500	784,000	941,300	25,800	3%
Total Professional Costs	532,700	950,500	797,000	976,300	25,800	3%
Support Costs	44,500	286,500	113,100	307,800	21,300	7%
TOTAL External Affairs	\$ 1,401,900	\$ 2,192,400	\$ 1,865,400	\$ 2,134,900	\$ (57,500)	-3%

EXTERNAL AFFAIRS STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Community Engagement Manager	0.53	0.75	0.55
Deputy Director of Administrative Services	0.00	0.00	0.01
Deputy Executive Director	0.44	0.57	0.02
External Affairs Director	0.00	0.00	0.55
Executive Director	0.01	0.00	0.03
Legislative Affairs Manager	0.75	0.70	0.68
Planning and Programming Director	0.01	0.00	0.00
Procurement Analyst	0.00	0.04	0.04
Procurement Manager	0.07	0.02	0.01
Public Affairs Manager	0.31	0.33	0.21
Senior Administrative Assistant	0.17	0.23	0.16
Senior Management Analyst	1.71	1.37	1.37
Senior Procurement Analyst	0.03	0.04	0.01
FTE	4.03	4.05	3.64

DEPARTMENT OVERVIEW

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

LEGISLATIVE AFFAIRS

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

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

Coverage of the many policy and funding issues that affect transportation mobility and habitat conservation within Riverside County requires a coordinated effort. The Commission's historically effective and savvy approach to legislative advocacy is consistent with the Commission's overall theme of a lean staff, relative to the required tasks and the demands to be met, and use of consultants in their areas of expertise. The Commission retains legislative consultants with decades of experience in transportation and habitat conservation policy and funding based in Washington, D.C. and Sacramento, providing day-to-day representation and insights that help guide staff. The consultants, often referred to as legislative advocates or lobbyists, are procured every few years through a competitive and transparent process that seeks to acquire the greatest talent and the best value for the Commission.

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

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

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

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

Active engagement by the Commission in the development and implementation of significant federal infrastructure legislation is necessary to ensure Riverside County taxpayers receive a proportional benefit to any federal investment. This includes past feedback to the U.S. DOT on the the federal Infrastructure Investment and Jobs Act (IIJA), as well as recommended changes to programs for the next surface transportation reauthorization bill ahead of the expiration of IIJA in 2026.

The Commission will continue to engage state and federal officials regarding the implementation of vehicle miles traveled (VMT) reduction policies and other state and federal policy priorities that may impact the Commission's ability to deliver projects, especially those in the Measure A expenditure plan.

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

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

PUBLIC AFFAIRS

The Commission's commitment to engage and educate the county's diverse residents, motorists, business operators, community-based organizations and other major stakeholders about transportation solutions and regional habitat conservation requires a comprehensive public affairs program. Over the years, the Commission has produced interactive content in both English and Spanish that is distributed through any array of communication channels, platforms, and other avenues. The Commission continues to develop relationships with the public by:

- Participating in two-way dialogue to expand digital engagement with the public via RCTC's and RCA's Facebook, X (formerly known as Twitter), Instagram, Nextdoor, YouTube, and LinkedIn platforms, with a focus on thoughtful, prompt responses to questions and comments, and development of high-quality media content;
- Building awareness and support for the Commission's projects, services, and funding needs through a data-driven public engagement program, with tools to receive public feedback about transportation priorities and funding opportunities;
- Communicating in English, Spanish, and other languages to reach the maximum number of residents and help ensure all voices are heard in the transportation decision-making process;
- Maintaining and enhancing the RCTC and RCA websites and promptly responding to web-based inquiries from residents and other interested parties;
- Publish news updates and storytelling features through RCTC's blog, *The Point*, the RCA's blog, *The Vista*, and sending e-newsletters to subscribers via email and text message;
- Producing and providing resource materials, such as fact sheets, videos, construction updates, surveys, brochures, text messages, frequently asked questions, annual reports, billboards, digital ads, and newsletters;
- Communicating with news media outlets through news releases, media advisories, radio and television interviews, advertisements, news conferences, and video footage;
- Ongoing interactions with communities of interest and stakeholder groups, such as city councils, chambers of commerce, industry associations, service clubs, and other community-based organizations and businesses;
- Hosting public meetings and town halls, both in-person and virtual formats;
- Measuring public affairs activities to determine effective means of reaching the public and various stakeholders; and
- Integrating RCA communications, due to the Commission's management role of this agency.

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

- Coachella Valley Rail Corridor Service
- 71/91 Interchange
- I-15 Smart Freeway Pilot
- I-15 Express Lanes Project – Southern Extension
- Mid County Parkway – Ramona Expressway
- SR-79 Realignment Project - Segment 3
- I-10 Highland Springs Interchange Project
- Metrolink Double Track Project – Moreno Valley to Perris
- Mead Valley Metrolink Station / Mobility Hub
- Perris-South Metrolink Station and Layover Facility
- Santa Ana River Trail Extension

The Commission also promotes transportation services and programs including the specialized transit services for disabled, elderly, and low income individuals, motorist and commuter assistance programs such as FSP, the VanClub vanpool subsidy program, and traditional fixed-route services provided by major transit providers such as RTA and SunLine. In addition, the Commission continues to support the public outreach efforts of Caltrans District 8 and member jurisdictions, in relation to transportation planning and construction activities.

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

An ongoing emphasis for the Commission is increased digital communications. The public will continue to see increased information from *The Point*, the Commission's e-newsletter and blog; RCTC.org, the Commission's website; and social media accounts, @therctc. Staff will continue to produce quarterly reports to measure the effectiveness of these digital communication activities. The public can expect more information related to the RCA, including progress toward completing the MSHCP. Efforts will include expanded social media engagement through @WesternRCA, *The Vista* monthly e-newsletter, website updates to wrc-rca.org, email notifications, video production, stakeholder communication, school programs, and recreational opportunities. In early 2024, staff launched the 146 project encouraging grade school students to learn more about the MSHCP by completing a series of activities to earn an RCA fun-patch. Staff will provide quarterly analytics to measure the success of these communication activities.

Educating the public about mobility options, funding sources, and challenges for the region remains a critical component of RCTC's communications. RCTC will continue to educate the public about the importance of Measure A, the twice voter-approved half-cent sales tax measure for transportation projects in Riverside County. The Commission approved the 2024 Traffic Relief Plan (TRP) with \$30 billion of identified projects and services that will address increased traffic congestion across the County. Over the past five years, the Commission carried out a robust public engagement education effort across Riverside County to receive input from residents. The TRP, itself, is unfunded and will require a funding source. The Commission will continue to convey transportation funding challenges to the public to seek solutions for funding the TRP.

COMMUNITY ENGAGEMENT

Awareness and understanding of Riverside County's diverse communities requires an extensive community engagement strategy that supports RCTC's transportation and habitat conservation efforts. The community engagement program engages and seeks understanding of Riverside County's community-based stakeholders to build trust, gain support, and influence the decision-making process. The Commission's community engagement approach takes many forms including, but not limited to:

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

DEPARTMENT GOALS

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

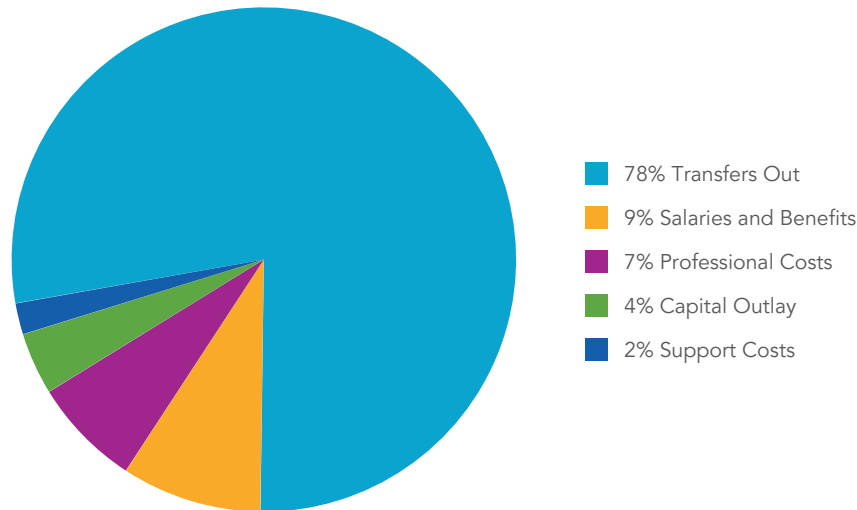
External Affairs Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
Legislative action submittals to Commission	6	4	6	6
Commission-adopted legislative positions by vote or pursuant to the Commission-adopted platform	6	4	6	6
Letters received supporting state/ federal/regional funding pursuits (grants, earmarks, etc.)	100	282	100	150
Targets of state and federal strategic legislative, budgetary, and regulatory engagement at the direction of the Commission or pursuant to the Commission-adopted platform	30	38	25	30
Speakers bureau/stakeholder presentations/events/ meetings (virtual and in- person)	50	130	50	70
Social media postings per week (average per platform)	5	3	5	4
Facebook followers	14,850	13,995	15,000	15,500
X (formerly known as Twitter) followers	1,850	1,824	1,840	1,850
Instagram followers	4,000	4,783	5,000	5,500
<i>The Point</i> postings per month (average)	4	5	3	3
<i>The Point</i> subscribers	6,850	6,952	8,250	8,600
Website visitors per quarter (average)	55,000	137,781	55,000	60,000

FINANCE

MISSION STATEMENT:

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

CHART 29 – FINANCE



EXPENDITURES

The Finance Department's total budget is \$25,795,700 (Table 46) and reflects an overall increase of 64% primarily due to funding a transfer for the Commission's sales tax debt service payment. Salaries and benefit costs will total \$2,400,500 and reflects a 15% increase due to the net change in FTE allocations, and a 4% pool for performance merit-based salary increases. Professional costs of \$1,739,300 include various services related to general and specialized legal, financial and investment advisory, audits, debt management, annual financial report, annual graphic design, and publications. Support costs of \$530,700, which reflects an increase of 14% due to subscription based information technology for various financial software platforms and staff training. Support costs include printing, membership and subscriptions, and staff training. Capital outlay of \$1,055,000 includes an ERP implementation, including a timekeeping software implementation, and new equipment to support financial ERP software. Transfers out of \$20,000,000 and \$70,200 are related to funding a portion of the sales tax debt service payments to the Debt Service fund and administrative costs to the General fund, respectively, from the 2009 Measure A Western County bond financing program.

TABLE 46 – FINANCE EXPENDITURE DETAIL

	FY 23/24		FY 24/25		FY 24/25		FY 25/26		Dollar Change	Percent Change
	Actual	Revised	Budget		Projected		Budget			
Salaries and Benefits	\$ 2,195,100	\$	2,080,700	\$	1,589,000	\$	2,400,500	\$	319,800	15%
Professional Costs										
Legal Services	43,700		301,000		103,600		304,000		3,000	1%
Audit Services	441,200		476,300		391,700		447,800		(28,500)	-6%
Financial Advisory	(1,100)		200,500		5,000		200,000		(500)	0%
Professional Services - General	640,900		1,043,700		641,800		787,500		(256,200)	-25%
Total Professional Costs	1,124,700		2,021,500		1,142,100		1,739,300		(282,200)	-14%
Support Costs	1,496,700		466,600		350,800		530,700		64,100	14%
Capital Outlay	49,100		1,058,000		70,000		1,055,000		(3,000)	0%
Transfers Out	10,017,400		10,093,600		10,026,600		20,070,200		9,976,600	99%
TOTAL Finance	\$ 14,883,000	\$	15,720,400	\$	13,178,500	\$	25,795,700	\$	10,075,300	64%

FINANCE STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Accountant	2.00	2.00	2.02
Accounting Assistant	2.00	2.00	2.00
Accounting Supervisor	1.71	1.95	2.04
Accounting Technician	2.00	1.00	1.01
Administrative Assistant	0.24	0.28	0.18
Chief Financial Officer	0.43	0.45	0.41
Deputy Director of Finance	0.98	0.98	0.98
Deputy Director of Administrative Services	0.64	0.00	0.00
Deputy Executive Director	0.00	0.04	0.04
Executive Director	0.02	0.04	0.02
Financial Administration Manager	0.04	0.05	0.16
Financial Budget Manager	0.00	1.00	0.99
Procurement Analyst	0.80	0.02	0.04
Procurement Manager	0.63	0.01	0.01
Senior Accountant	0.00	1.00	1.00
Senior Administrative Assistant	0.55	0.07	0.42
Senior Office Assistant	0.16	0.16	0.17
Senior Procurement Analyst	0.70	0.02	0.01
FTE	12.90	11.07	11.50

DEPARTMENT OVERVIEW**FINANCE AND ACCOUNTING**

Commission resources are allocated to assure financial stability and fiscal accountability. Finance activities include monitoring the Commission's cash resources, planning and directing financial transactions, and subsequent monitoring of legal and regulatory requirements. Adequate cash flow must be maintained while at the same time prudently investing operating and capital project funds. Borrowing needs are evaluated utilizing both short- and long-term debt. Once debt is issued, there are continuing disclosure responsibilities including interaction with financial advisors, bond counsel, bond insurers and trustees, issuing and paying agents, arbitrage consultants, investment managers, and rating agencies as well as providing regular and consistent information disclosure to investors who hold the Commission's sales tax revenue and toll revenue bonds.

Fiscal accountability involves receiving all funds due the Commission, timely satisfying all Commission obligations, maintaining the general ledger, reporting regularly on the Commission's fiscal results, and preparing and monitoring the budget. Fiscal accountability requires the coordination of budget planning and monitoring and the accurate and timely accounting for all funding sources, including compliance with all applicable laws and regulations governing those funds. Accounting encompasses cash receipt and disbursement functions, maintenance of the general ledger including project cost accounting, payroll processing, debt and investment management, quarterly and annual financial reporting, and retention of and coordination with independent auditors. In connection with its accounting and financial reporting responsibilities, the Commission will continue to monitor financial reporting standards, when required.

The Commission also recognizes the importance of accountability for the organization. As a result, the Commission is highly regarded by individuals, peers, other organizations, and government officials at a local, regional, state, and national basis. Measures have been implemented related to oversight, reporting, fraud, internal control, and ethics to maintain the public's confidence in the Commission, including participation in the Government Finance Officers Association's (GFOA) Certificate of Achievement for Excellence in Financial Reporting Program. The Commission has achieved this prestigious award for 31 consecutive years.

DEPARTMENT GOALS

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

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

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

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

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

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

ID	Finance Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
F1	Average yield on investments	2.00% operating and debt proceeds	4.10% operating and debt proceeds	3.00% operating and debt proceeds	3.00% operating and debt proceeds
F2	Sales tax revenue bonds rating ¹	Aa2/AA+/AA+	Aa2/AA+/AA+	Aa2/AA+/AA+	Aa2/AA+/AA+
F2	Toll revenue bond rating:				
	2013 Bonds	A/BBB+	A/BBB+	A/A	A/A
	2021 Refunding Bonds, Series A, B-1, B-2	A/BBB+	A/BBB+	A/A	A/A
	2021 Refunding Bonds, Series C	A-/BBB	A-/BBB	A/A-	A/A-
F2	TIFIA loan rating:				
	2017 TIFIA Loan ²	BBB-/BBB	BBB-/BBB	N/A	N/A
F2	Commercial paper rating	P-1/A-1	P-1/A-1	P-1/A-1	P-1/A-1
F3	Audit adjustments	0	0	0	0
F5	GFOA Certificate of Achievement	Awarded	Awarded	Awarded	Awarded
F5	Accounts payable invoices processed	8,300	8,880	9,000	9,100
F5	Accounts payable checks processed	4,100	4,380	4,500	4,500
F5	Payroll hours processed	168,400	162,590	168,400	174,720
F5	Accounts receivable invoices processed	370	360	370	370

¹Sales Tax Bonds includes 2010, 2013, 2016, 2017 and 2018 debt issuances.

²2017 TIFIA Loan paid off in October 2024.

SECTION 3.2

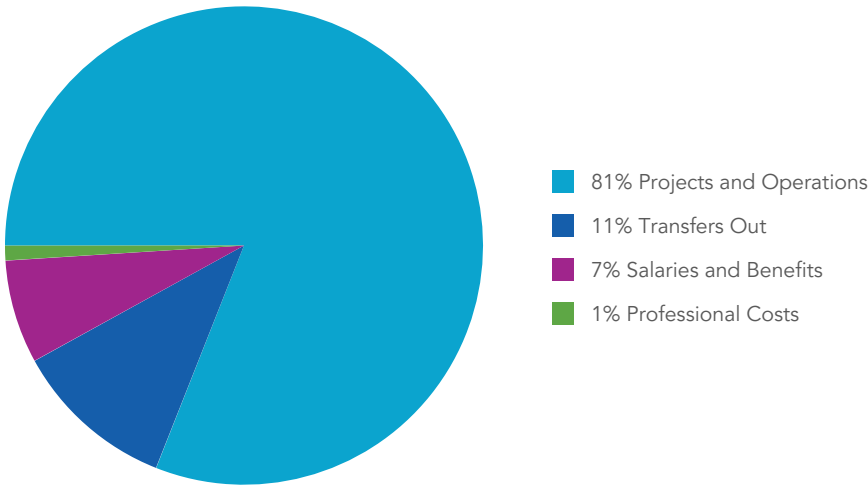
Regional Programs

PLANNING AND PROGRAMMING

MISSION STATEMENT:

Planning and Programming facilitates the advancement of RCTC priority projects and positions Riverside County to receive and retain maximum external funding that makes the most of local investments. Planning and Programming is a resource internally to RCTC and a partner externally to local, regional, state, and federal agencies in improving mobility, fostering environmental stewardship, and expediting project delivery.

CHART 30 – PLANNING AND PROGRAMMING



EXPENDITURES

Planning and Programming expenditures of \$23,221,600 reflects a decrease of \$509,700 or 2% (Table 47). Salaries and benefits total \$1,706,800 and reflect a 1% increase due to the net change in FTE allocations, the addition one FTE for a Planning and Programming Manager, and a 4% pool for performance merit-based salary increases. Professional services totaling \$143,000, decreased 78% due to the traffic relief plan and outreach in the previous fiscal year along with the movement of 15/91 Express Lanes Transit Connector project to Toll Operations in FY 2025/26. Professional services include air quality analysis; project database management; local, regional, and state planning activities; on-call goods movement consultants; and legal services. Support costs decreased 51% or \$59,600 due to advertising and public outreach for the traffic relief plan in the previous year. Support costs include annual project management database maintenance, various membership dues, and staff-related travel costs. Projects and operations costs increased 4% due to construction activity for the Santa Ana River Trail Extension project for the District. Transfers out include \$238,500 for the 15/91 Express Lanes Transit Connector to the RCTC 91 Express Lanes fund and \$2,235,700 for administrative costs to the General fund.

TABLE 47 – PLANNING AND PROGRAMMING EXPENDITURE DETAIL

	FY 23/24		FY 24/25		FY 25/26		
	Actual		Revised Budget		Budget		Dollar Change
							Percent Change
Salaries and Benefits	\$	1,571,500	\$	1,687,300	\$	1,706,800	\$ 19,500 1%
Professional Costs							
Legal Services		250,700		368,000		134,000	(234,000) -64%
Professional Services - General		828,100		272,000		9,000	(263,000) -97%
Total Professional Costs		1,078,800		640,000		143,000	(497,000) -78%
Support Costs		476,300		117,500		57,900	(59,600) -51%
Projects and Operations							
Program Operations		206,200		266,100		171,600	(94,500) -36%
Engineering		501,900		866,000		234,000	(632,000) -73%
Construction		–		2,206,000		9,525,000	7,319,000 332%
Right of Way		144,800		4,501,500		4,085,000	(416,500) -9%
Special Studies		4,435,800		7,921,000		2,937,100	(4,983,900) -63%
Operating and Capital Disbursements		1,976,300		2,325,000		1,887,000	(438,000) -19%
Total Projects and Operations		7,265,000		18,085,600		18,839,700	754,100 4%
Capital Outlay		117,000		80,000		–	(80,000) -100%
Transfers Out		564,500		3,120,900		2,474,200	(646,700) -21%
TOTAL Planning and Programming	\$	11,073,100	\$	23,731,300	\$	23,221,600	\$ (509,700) -2%

PLANNING AND PROGRAMMING STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Services Director-Clerk of the Board	0.00	0.03	0.01
Capital Project Manager	0.48	0.33	0.31
Chief Financial Officer	0.16	0.05	0.05
Community Engagement Manager	0.32	0.00	0.00
Deputy Clerk of the Board	0.01	0.00	0.00
Deputy Director of Administrative Services	0.06	0.00	0.00
Deputy Executive Director	0.40	0.23	0.23
Executive Director	0.24	0.30	0.30
External Affairs Director	0.04	0.23	0.00
Legislative Affairs Manager	0.05	0.01	0.00
Management Analyst	0.01	1.02	0.02
Multimodal Services Director	0.12	0.20	0.20
Planning and Programming Director	0.99	1.00	0.89
Planning and Programming Manager	1.00	1.00	1.84
Procurement Analyst	0.00	0.08	0.01
Procurement Manager	0.00	0.00	0.02
Project Delivery Director	0.16	0.06	0.01
Public Affairs Manager	0.18	0.06	0.01
Right of Way Manager	0.01	0.03	0.03
Senior Administrative Assistant	0.05	0.01	0.02
Senior Capital Project Manager	0.00	0.26	0.21
Senior Management Analyst	1.36	1.35	2.07
Senior Procurement Analyst	0.00	0.12	0.03
Toll Project Delivery Director	0.16	0.04	0.00
FTE	5.80	6.41	6.26

DEPARTMENT OVERVIEW

TRANSPORTATION PLANNING AND PROGRAMMING

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

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

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

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

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

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

LOCAL SOURCES	STATE SOURCES	FEDERAL SOURCES
2009 Measure A, including MARA, new corridors, and local streets and roads	SB 821 for bicycle and pedestrian projects (TDA – Article 3)	STBG, formerly Surface Transportation Program
Western County TUMF regional arterial program and CETAP	STIP-RIP	CMAQ
	ATP MPO County share	Highway Infrastructure Program (HIP)
	SB 1 LPP Formula Share	Transportation Alternatives Program (TAP) ¹
	Regional Early Access Planning (REAP 2.0) Grants	CRP
		Community Project Funding/ Congressionally Directed Spending (CPFCDS)

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

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

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

FEDERAL FUNDING

STBG, CMAQ, CRP, CPF/CDS, and TAP/ATP: Until recently, The Commission was responsible for programming STBG, CMAQ, and CRP funds on transportation projects in the County. SCAG received a corrective action from FHWA regarding its procedures for programming STBG, CMAQ, and CRP funding and is now required to administer a call for projects to program the funds. In 2024, SCAG worked closely with the Commission and other county transportation commissions to update its project selection procedures in preparation for a 2025 SCAG Call for Project Nominations. The Commission will adopt a Project Prioritization Framework for scoring nominations submitted in the 2025 SCAG Call for Project Nominations. The Commission will continue to work with eligible Riverside County agencies to respond to future SCAG calls for project nominations.

Community Project Funding / Congressional Directed Funding (CPF/CDS) have been authorized in annual federal appropriations legislation since federal Fiscal Year 2022. Since then, each year stakeholders submit applications to their United States Senators and House Representatives to fund projects. The Commission and local agencies have been quite successful securing funds each year for transportation projects. Caltrans is responsible for ensuring the appropriate use of CPF/CDS funds and has implemented an application process for confirming eligibility and project readiness. In October 2023, the Commission provided virtual training for local agencies on how to apply for CPF/CDS funding and how to be strategic in developing funding requests. Many CPF/CDS funds have deadlines for obligation and expenditure. The Commission will continue to work with CPF/CDS recipients to maximize use of these federal funds.

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

STATE FUNDING

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

Each county transportation commission throughout the state is responsible for programming RIP funds, which represents 75% of the total STIP funding available statewide for capital enhancement projects. The 75% funding level is then further distributed with 60% of the funds allocated to southern California and 40% to northern California. A population formula is then applied to determine county funding levels called "county shares." The Commission is responsible for ensuring that projects funded with RIP funds are administered and implemented consistent with CTC and Caltrans policies. Typically, the Commission has set aside 2% of new programming capacity for staff support to carry out STIP PPM activities. In the 2024 STIP, this was increased to 3% to cover staff time on the Coachella Valley-San Geronio Pass Rail Corridor Service project. The remaining RIP funds are further distributed geographically among Western County, Coachella Valley, and Palo Verde Valley per the Commission's intra-county STIP formula. The Commission may also consider a call for projects for RIP discretionary funds when sufficient programming capacity is available.

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

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

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

SB 821: Also known as TDA Article 3, is funded by 2% of LTF revenues; the expenditures under this program are included in the LTF special revenue fund and reflected in the Public and Specialized Transit Department since the LTF activities relate primarily to transit funding. SB 821 funds local bicycle and pedestrian projects. The Commission released a call for projects in February 2025, and is anticipated to award projects in June 2025. The next call for projects will be issued in February 2027.

REAP 2.0: SCAG was awarded REAP 2.0 funds through the California Department of Housing and Community Development (HCD). To enhance the focus on transportation and housing development initiatives, SCAG issued a call for applications for its County Transportation Commission Partnership Program to fund transformative planning activities aligned with strategies identified in Connect SoCal. SCAG awarded REAP 2.0 funding to five projects in Riverside County. The Planning and Programming Department is responsible for managing the REAP 2.0 funds allocated to these projects.

LOCAL FUNDING

2009 MEASURE A WESTERN COUNTY REGIONAL ARTERIAL PROGRAM: The Planning and Programming Department manages the 2009 Western County MARA program. The expenditures for these regional arterial capital projects are included in the Capital Project Development and Delivery Department budget. The Commission has programmed MARA funds on projects based on a multi-funding call for projects or separate requests. The Commission released a regional arterials call for projects in February 2023, and awarded projects in June 2023.

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

WESTERN COUNTY TUMF REGIONAL ARTERIAL PROGRAM AND CETAP: WRCOG administers the Western County TUMF program and collects the fees from participating jurisdictions. WRCOG disburses to the Commission approximately 45.7% of the TUMF funds collected. The Commission further distributes these funds equally to the Commission's TUMF CETAP corridors and regional arterial programs. In September 2004, the Commission established a program and approved the programming of 23 regional arterial projects. Since then, the Commission has received and approved separate requests for funding. Most recently, the Commission released a regional arterials call for projects in February 2023, and awarded projects in June 2023, in which six projects were awarded TUMF funds. The expenditures for these regional arterial and CETAP capital projects are included in the Capital Project Development and Delivery Department budget. Planning and Programming staff monitors TUMF regional arterial and CETAP projects based on the agreements between local agencies and the Commission. In addition, Commission staff works with local agencies regarding amendments to agreements and any issues regarding project delivery. Staff coordinates future programming of additional TUMF regional arterial and CETAP projects with WRCOG and local jurisdiction staff.

FUNDING PURSUIT

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

In November 2022, the Commission partnered with the County of Riverside and Metrolink to request approximately \$25 million in CTC-administered LPP funding to improve 8.6 miles of the Mid County Parkway Ramona Expressway Project and \$15.5 million to improve 6.5 miles of the Metrolink Double Track Project: Moreno Valley to Perris. These two projects were combined and submitted to the CTC for \$60 million in SCCP funding and simultaneously the Metrolink Double Track Project - Moreno Valley to Perris was submitted to Caltrans for \$15.5 million in TIRCP funding. The Mid County Parkway Ramona Expressway Project was awarded \$44.5M in SCCP funding and the Metrolink Double Track Project: Moreno Valley to Perris was awarded \$15.5M in TIRCP funding.

In November 2024, the Commission requested \$85 million in CTC-administered LPP and SCCP funding to construct Segment 1 of the 15 Express Lanes Project Southern Extension. The CTC is anticipated to release its funding recommendations in June 2025. In January 2025, the Commission requested \$25 million in 2025 federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) funding from FHWA. With the changing federal administration, it is unknown if or when 2025 RAISE awards will be announced.

In FY 2026, the Planning and Programming Department will continue to collaborate with the Toll Delivery Department to seek state and federal funding for the 15 Express Lanes Project Southern Extension and other priority projects.

LONG RANGE PLANNING

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

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

REGIONAL ISSUES - FREIGHT

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

The Commission participates in the California Freight Advisory Committee (CFAC). CFAC is a chartered member advisory body representing public and private sector freight stakeholders, including representatives of ports, shippers, carriers, freight-related associations, the freight industry workforce, Caltrans, and RTPAs. CFAC meets on a quarterly basis to discuss freight-related priorities, issues, projects, and funding needs as they relate to the development and implementation of the California Freight Mobility Plan.

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

In 2017, a Companion Study was completed for the 2012 Grade Separation Priority Update Study. The 2012 study was completed to update information regarding improving each of the remaining 46 at-grade crossings. The 2017 study identified 11 grade crossings considered as high priorities for the local jurisdictions for the next 10 years. The Commission continues to work closely with the local jurisdictions to develop funding strategies and provide funding assistance to support projects that are vital for economic growth and reduction of conflicts between rail and road traffic. In 2025, the Grade Separation Priority Study will be updated with an evaluation of the technical criteria, surveys on each jurisdiction’s at-grade crossings, and a funding strategy and action plan to support local jurisdictions.

In May 2019, the Commission approved the Logistics Mitigation Fee Nexus Study. The study was started in 2017, to evaluate a logistics-related regional fee on new warehousing facilities as a result of a settlement agreement between the Commission, the County of Riverside, the city of Moreno Valley, and Highland Fairview in response to litigation involving the World Logistics Center. Highland Fairview is the developer of the World Logistics Center, which is planned to encompass more than 40 million square feet of large-scale logistics operations in the eastern portion of the city of Moreno Valley. The study included an existing and future conditions analysis and funding and cost analysis of mitigation projects. At the time of approval of the Nexus Study, the Commission did not pursue the implementation of a fee program that would have been applied to new warehousing and logistics centers to offset the cost of highway improvements caused by the growth in truck trips originating or ending in the county.

OTHER AGENCY PROJECTS

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

SANTA ANA RIVER TRAIL EXTENSION (P007201 & P007202)

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

FY 2025/26 Cost	\$	234,000	Engineering
	\$	9,525,000	Construction
	\$	4,085,000	Right of way
	\$	517,800	Other project-related costs
Funding Impact	Costs will be funded by the District.		
Operating Budget Impact	N/A; operations are the responsibility of the District.		

DEPARTMENT GOALS

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

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

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

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

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

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

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

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

ID	Planning and Programming Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
PP1	RTP/FTIP amended projects	40	145	300	150
PP2	SB 821 projects awarded and monitored for extensions and reimbursements	38	18	38	20
PP3	RTP/SCS update projects reviewed ¹	N/A	N/A	N/A	646
PP4	Biennial 2025 FTIP Project updates	330	343	N/A	350
PP1 PP5	STIP/SB 1/ATP programming, allocations, amendments, and extensions for Commission and local agency projects	40	32	14	17
PP5 PP6 PP7 PP8	Federal projects monitored for obligation authority delivery	25	15	3	4
PP5 PP7	State and federal grants pursued	1	3	4	3
PP6	TUMF regional arterial and CETAP projects monitored for implementation/expenditures	3	9	15	8
PP6	TUMF agreements/amendments	0	0	3	0
PP6	Measure A projects monitored for implementation/expenditures	5	18	16	14
PP6	MARA agreements/amendments	10	0	5	0
PP7	Measure A local streets and roads CIP projects	255	320	270	280
PP7	Measure A CIP project amendments and extension requests reviewed and processed	7	16	10	10

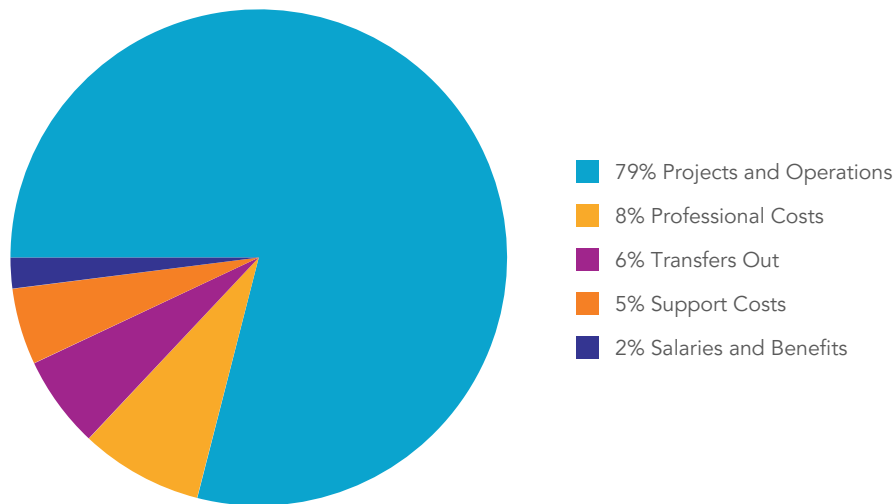
¹ FY 2023/24 and FY 2024/25 reflect N/A due to the RTP/SCS is updated every four year.

RAIL

MISSION STATEMENT:

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

CHART 31 – RAIL



EXPENDITURES

Rail expenditures of \$76,285,200 include Metrolink operations and capital support as well as maintenance and operations of the nine Commission-owned and operated commuter rail stations (Table 48). Salaries and benefits reflect an 10% increase due to the net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional costs, which include legal and consultant services, increased 561% due to Coachella Valley rail service development plan. Support costs include station maintenance, media ads, printing services, and marketing incentives and increased 3% primarily due to anticipated station maintenance needs.

Projects and operations expenditures of \$60,088,500 increased 1%, primarily due to Coachella Valley Rail corridor project engineering. Program operations comprise rail state of good repair and a \$43,600,000 operating contribution for SCRRA Metrolink operations including the PVL service. A future rail study is included in special studies and is budgeted at \$1,000,000. The Commission's commuter rail program intends to utilize existing mechanisms within Metrolink to assess and monitor operations and budget performance. Program operations relate primarily to station operations. Capital outlay of \$10,000 reflects an 83% decrease and is due to a series of station-related improvement projects completed in the prior year. Transfers out of \$3,000,000 and \$1,929,800 relate to the Metrolink Perris Valley Line operations and administrative costs to the General fund, respectively.

TABLE 48 – RAIL EXPENDITURE DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 877,400	\$ 1,128,800	\$ 916,200	\$ 1,244,600	\$ 115,800	10%
Professional Costs						
Legal Services	73,000	257,600	120,000	196,000	(61,600)	-24%
Audit Services	–	50,000	10,000	50,000	–	–%
Professional Services - General	355,600	619,000	526,200	5,877,500	5,258,500	850%
Total Professional Costs	428,600	926,600	656,200	6,123,500	5,196,900	561%
Support Costs	2,624,000	3,771,100	3,343,900	3,888,800	117,700	3%
Projects and Operations						
Program Operations	4,410,200	5,052,500	4,938,100	5,238,500	186,000	4%
Engineering	–	3,250,000	25,000	10,250,000	7,000,000	215%
Special Studies	–	1,000,000	20,000	1,000,000	–	–%
Operating and Capital Disbursements	23,622,700	50,100,000	39,400,000	43,600,000	(6,500,000)	-13%
Total Projects and Operations	28,032,900	59,402,500	44,383,100	60,088,500	686,000	1%
Capital Outlay	30,800	60,000	8,000	10,000	(50,000)	-83%
Transfers Out	552,000	1,646,300	725,400	4,929,800	3,283,500	199%
TOTAL Rail Maintenance and Operations	\$ 32,545,700	\$ 66,935,300	\$ 50,032,800	\$ 76,285,200	\$ 9,349,900	14%

RAIL STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Capital Project Manager	0.16	0.30	0.20
Chief Financial Officer	0.00	0.00	0.00
Community Engagement Manager	0.00	0.00	0.00
Deputy Director of Administrative Services	0.03	0.00	0.13
Deputy Executive Director	0.00	0.01	0.01
Executive Director	0.01	0.02	0.04
External Affairs Director	0.00	0.01	0.01
Facilities Administrator	0.84	0.70	0.89
IT Administrator	0.00	0.00	0.00
Legislative Affairs Manager	0.00	0.01	0.01
Management Analyst	0.90	0.78	0.78
Multimodal Services Director	0.41	0.40	0.40
Procurement Analyst	0.05	0.22	0.25
Procurement Manager	0.07	0.16	0.16
Project Delivery Director	0.23	0.40	0.53
Public Affairs Manager	0.06	0.08	0.04
Rail Manager	1.00	1.00	1.00
Senior Administrative Assistant	0.02	0.02	0.03
Senior Management Analyst	0.06	0.16	0.12
Senior Procurement Analyst	0.03	0.21	0.08
FTE	3.87	4.48	4.68

DEPARTMENT OVERVIEW—RAIL OPERATIONS

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

Coordination and consultation also occur with a variety of public and private entities including the California State Transportation Agency (CalSTA), CTC, Caltrans, California Public Utilities Commission, California High Speed Rail Authority (CHSRA), Federal Railroad Administration (FRA), FTA, Amtrak, environmental agencies, University California, Riverside (UCR), transit providers, SCAG, WRCOG, CVAG, San Diego Association of Governments, Los Angeles-San Diego-San Luis Obispo (LOSSAN) joint powers authority, local governments, private freight railroads, businesses, and property owners.

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

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

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

CHART 32 – RIVERSIDE COUNTY METROLINK STATION LOCATIONS



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

CHART 33 – COMMISSION-OWNED RAIL STATION FACILITIES

Location	In Service Date	Size	Transit Services	Primary Features
 <p>4066 Vine Street, Riverside</p>	June 1993	26.5 acres	Rail: 91/PVL IEOC Line Riverside Line Amtrak Bus: Riverside Transit Agency (RTA) OmniTrans SunLine Amtrak MegaBus	2 platforms with 4 boarding tracks 4 parking lots (1,240 spaces) Enclosed pedestrian bridge, elevators, stairwells
 <p>6001 Pedley Road, Jurupa Valley</p>	June 1993	4.5 acres	Rail: Riverside Line Bus: RTA	Platform with boarding track Parking lot (288 spaces)
 <p>10901 Indiana Avenue, Riverside</p>	October 1995	24.69 acres	Rail: 91/PVL IEOC Line Bus: RTA	Platform with 2 boarding tracks Parking lot (1,065 spaces) Enclosed pedestrian bridge, elevators, stairwells
 <p>155 South Auto Center Drive, Corona</p>	October 1995	5.49 acres	Rail: 91/PVL IEOC Line Bus: RTA	Platform with 2 boarding tracks Parking lot (564 spaces) Enclosed pedestrian bridge, elevators, stairwells
 <p>250 East Blaine Street, Corona</p>	November 2002	6.72 acres	Rail: 91/PVL IEOC Line Bus: RTA Corona Cruiser	Platform with 2 boarding tracks Parking lot (579 spaces) Parking structure (1,000 spaces) Enclosed pedestrian bridge, elevators, stairwells

Location	In Service Date	Size	Transit Services	Primary Features
 <p>121 South C Street, Perris</p>	June 2016 (bus transit center opened 2010)	5.5 acres	Rail: 91/PVL Bus: RTA	Platform with boarding track Parking lot (444 spaces)
 <p>1101 Marlborough Avenue, Riverside</p>	June 2016	9.35 acres	Rail: 91/PVL Bus: RTA	Platform with boarding track Parking lot (528 spaces)
 <p>14160 Meridian Parkway, Riverside</p>	June 2016	14.47 acres	Rail: 91/PVL Bus: RTA Amtrak	Platform with boarding track Parking lot (476 spaces) Stairwell
 <p>1304 Case Road, Perris</p>	June 2016	40.57 acres	Rail: 91/PVL Bus: RTA Amtrak	Platform with boarding track Parking lot (907 spaces)
<p>4344 Vine Street, Riverside</p> 	April 2016	3,000 square feet	N/A	CCTV operations center Offices and meeting rooms

Station maintenance includes property management, utilities, grounds maintenance, repairs, cleaning, and security services at the Commission-owned rail stations, including the RDOCC. LTF allocations are generally used for Metrolink operating contributions and 2009 Measure A Western County rail funds are used for station maintenance. Table 49 summarizes the rail station maintenance costs.

TABLE 49 - RAIL STATION MAINTENANCE SUMMARY

		FY 23/24 Actual	FY 24/25 Budget	FY 24/25 Projected	FY 25/26 Budget
Equipment and Grounds Maintenance and Repairs	\$	1,650,300	\$ 1,915,400	\$ 2,022,900	\$ 2,289,900
Utilities and Support		505,100	679,000	672,000	748,200
Property Management and Operations		933,100	1,201,100	1,061,300	1,148,100
Security		3,909,000	4,285,800	4,174,000	4,380,000
Improvements		30,800	60,000	8,000	10,000
TOTAL Expenditures	\$	7,028,300	\$ 8,141,300	\$ 7,938,200	\$ 8,576,200

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

CHART 34 – SOUTHERN CALIFORNIA PASSENGER RAIL SYSTEM MAP



LOSSAN is a joint powers authority originally formed in 1989 to increase ridership, revenue, capacity, reliability, coordination, and safety on the coastal rail line between San Diego, Los Angeles, and San Luis Obispo. The Commission is the newest voting member of the 11-member Board of Directors composed of elected officials representing rail owners, operators, and planning agencies along the rail corridor. The Commission is involved to promote travel options and connections for County residents and to be engaged in decisions impacting the rail track rights the Commission purchased for commuter rail service. Commission staff also participates in the Technical Advisory Committee that provides technical assistance, service planning, and coordination between various agencies to improve customer service.

DEPARTMENT GOALS—RAIL OPERATIONS

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

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

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

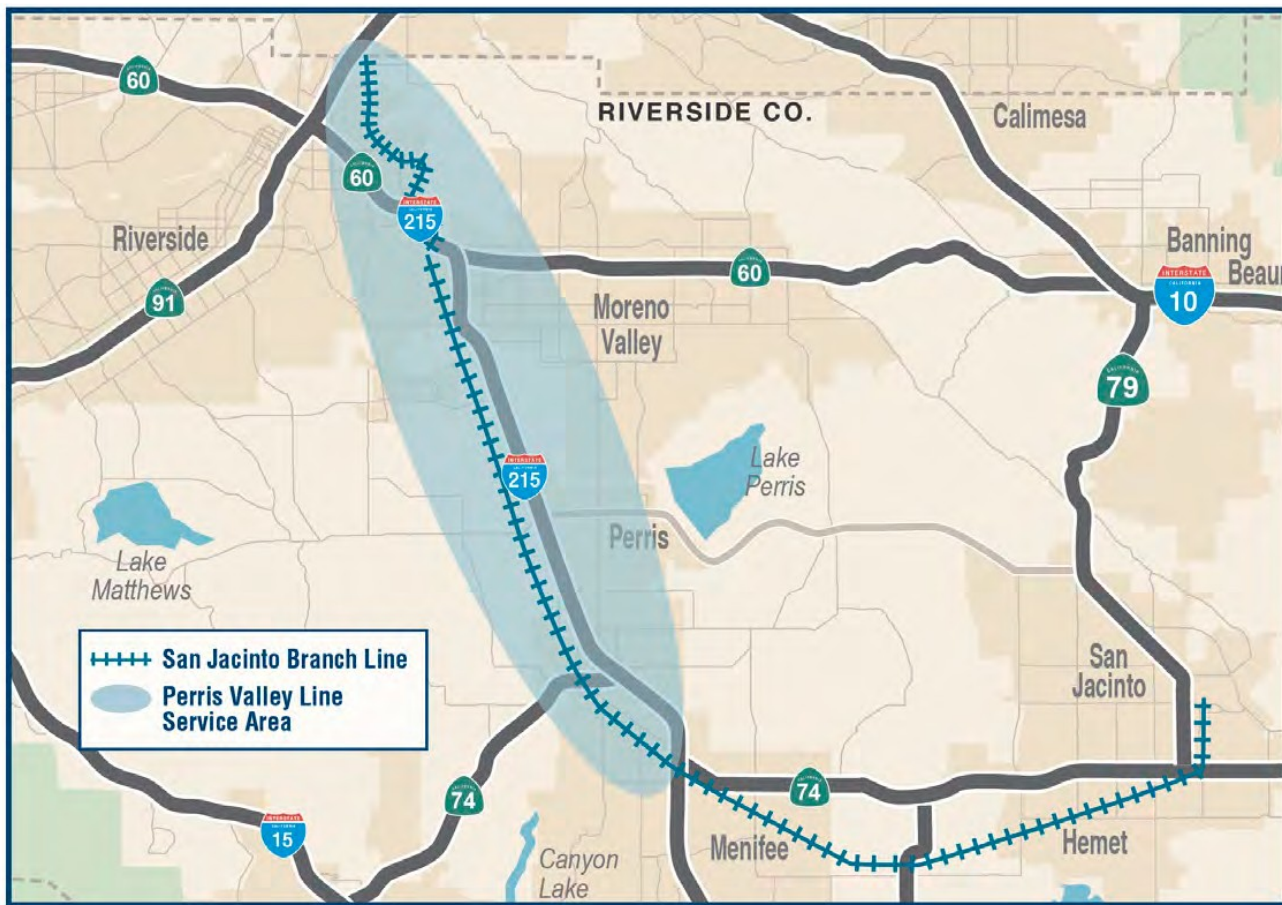
DEPARTMENT OVERVIEW — RAIL DEVELOPMENT

In order to expand passenger rail options throughout the County, the Commission conducts feasibility and planning studies to assess the viability of commuter rail expansion. In 2019, the Commission engaged a consultant to perform a “next generation” rail feasibility study based on findings from the RCTC Strategic Assessment completed in January 2016. The study provided a high-level analysis of future ridership and cost data to help make future decisions on how to proceed with rail transit expansions in the County.

SAN JACINTO BRANCH LINE (SJBL)

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

CHART 35 – SAN JACINTO BRANCH LINE



PERRIS VALLEY LINE PROJECT

The Commission completed the PVL in September 2016, and operations commenced in June 2016. The construction project was a 24-mile extension of the 512-mile Metrolink commuter rail system. It extended the existing Metrolink 91 Line, which provides service between Riverside and Downtown Los Angeles via Fullerton. There are timed connections to the other routes out of the Riverside Downtown station. The project included the construction of four passenger stations at Riverside – Hunter Park/UCR, Moreno Valley – March Field, Perris – Downtown, and Perris – South; construction of a park-and-ride lot at each of the four new stations, totaling approximately 2,250 parking spaces; and a layover facility at Perris – South for vehicle storage and servicing. The hours of operation are from 4:30 a.m. to 8:00 p.m. on weekdays. In October 2024, added service provided for seven daily round trips to Los Angeles and regular weekend service.

COACHELLA VALLEY RAIL PROJECT



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

HIGH SPEED RAIL

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

DEPARTMENT GOALS–RAIL DEVELOPMENT

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

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

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

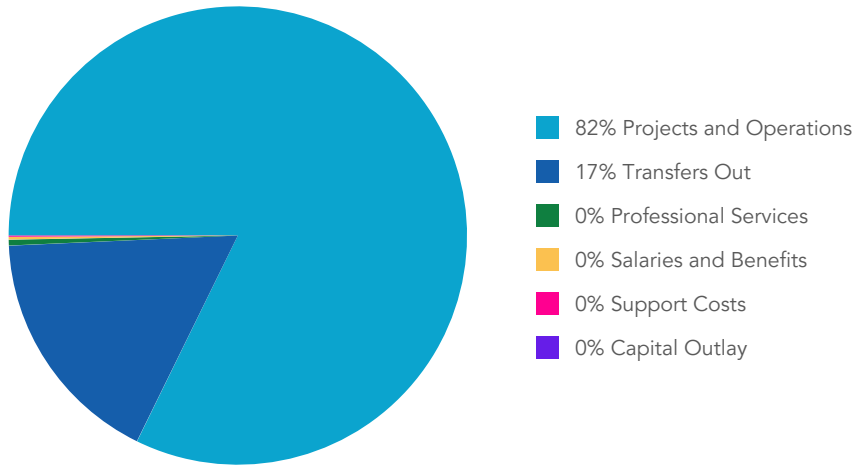
ID	Rail Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
RO1	Weekday trains in Riverside County	37	37	42	42
RD1	Marketing/outreach meetings	50	40	50	50
RD1	Strategic plans and studies	1	1	1	1
RD2	Monitoring of discretionary grant opportunities	6	6	6	6

PUBLIC AND SPECIALIZED TRANSIT

MISSION STATEMENT:

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

CHART 37 – PUBLIC AND SPECIALIZED TRANSIT



EXPENDITURES

Public and specialized transit uses are budgeted at \$365,881,900 for FY 2025/26, as presented in Table 50, and consist primarily of capital projects and operations costs as well as transfers out to Commission funds for administration, planning, and rail purposes. The 12% increase in salaries and benefits reflects the net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional services decreased \$1,739,500 or 54% due to grade separation studies for the SB 125 TIRCP and ZETCP in the previous year. Support costs remained comparable to the prior year. Program operations, engineering, construction, and right of way totaling \$67,126,500 are predominantly related to the SB 125 TIRCP and ZETCP projects, with \$2,126,500 of the total intended for PVVTA facilities improvement project.

Operating and capital disbursements decreased 14% primarily as a result of SB 125 TIRCP and ZETCP capital allocations needs to transit operators.

LTF disbursements consist of transit operating and capital allocations to public transit operators of \$137,920,000; bicycle and pedestrian facilities allocations to cities and the County of \$9,150,600; and planning and administration allocations to other agencies of \$1,122,000. STA, SGR, and SB 125 disbursements of \$69,551,300 are primarily for bus capital purposes in Western County, Coachella Valley, and Palo Verde Valley.

Measure A disbursements include \$4,000,000 for Western County specialized transit funding of the second year of the 2025-2027 Call for Projects. The majority of other Measure A disbursements relates to other Measure A public transit programs:

- \$1,500,000 for Western County Consolidated Transportation Service Agency allocations;
- \$3,250,000 for Western County intercity bus services; and
- \$7,000,000 for Coachella Valley public and specialized transit.

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

LTF, STA, SGR, and SB 125 transfers out comprise:

- \$31,000,000 for rail operations;
- \$9,996,300 for rail station rehabilitation;
- \$4,440,000 for planning;
- \$3,512,200 for administration; and
- \$11,292,900 for Coachella Valley rail operations and capital.

Transfers out of \$2,295,700 relate to administrative costs to the General fund.

TABLE 50 – PUBLIC AND SPECIALIZED TRANSIT EXPENDITURE DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 552,200	\$ 696,500	\$ 619,300	\$ 779,100	\$ 82,600	12 %
Professional Costs						
Legal Services	5,200	62,500	40,000	54,000	(8,500)	-14 %
Financial Advisory	15,100	16,400	17,100	19,200	2,800	17 %
Professional Services - General	198,000	3,143,200	779,500	1,409,400	(1,733,800)	-55 %
Total Professional Costs	218,300	3,222,100	836,600	1,482,600	(1,739,500)	-54 %
Support Costs	121,300	254,200	163,500	245,500	(8,700)	-3 %
Projects and Operations						
Program Operations	22,600	50,000	50,000	95,500	45,500	91 %
Engineering	–	21,200,000	723,500	21,800,000	600,000	3 %
Construction	–	35,000,000	–	45,000,000	10,000,000	29 %
Right of Way	–	2,000	92,000	231,000	229,000	11450 %
Special Studies	–	–	–	–	–	N/A
Operating and Capital Disbursements	136,105,400	271,421,900	177,085,100	233,493,900	(37,928,000)	-14 %
Total Projects and Operations	136,128,000	327,673,900	177,950,600	300,620,400	(27,053,500)	-8 %
Capital Outlay	84,000	150,000	65,000	217,200	67,200	45 %
Transfers Out	35,718,000	56,796,400	46,050,500	62,537,100	5,740,700	10 %
TOTAL Public and Specialized Transit	\$ 172,821,800	\$ 388,793,100	\$ 225,685,500	\$ 365,881,900	\$ (22,911,200)	-6 %

PUBLIC AND SPECIALIZED TRANSIT STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Accounting Supervisor	0.02	0.01	0.02
Chief Financial Officer	0.02	0.00	0.00
Deputy Clerk of the Board	0.00	0.01	0.00
Deputy Executive Director	0.00	0.02	0.02
Executive Director	0.01	0.00	0.00
Financial Administration Manager	0.02	0.03	0.02
Legislative Affairs Manager	0.00	0.01	0.01
Management Analyst	0.08	0.20	0.20
Multimodal Services Director	0.47	0.40	0.40
Procurement Analyst	0.00	0.07	0.00
Project Delivery Director	0.00	0.00	0.01
Public Affairs Manager	0.00	0.03	0.03
Senior Administrative Assistant	0.03	0.02	0.24
Senior Capital Project Manager	0.00	0.00	0.15
Senior Management Analyst	1.04	1.11	1.18
Senior Procurement Analyst	0.08	0.10	0.00
Transit Manager	1.00	1.00	1.00
FTE	2.77	3.01	3.28

DEPARTMENT OVERVIEW

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

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

PUBLIC TRANSIT

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

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

Public Transit is within the Multimodal Department and coordinates the annual development, review, and approval of the operator SRTPs as well as allocates transit funding resources to public transit operators. The Commission oversees and allocates the following funding resources: Measure A, LTF, STA, SGR, FTA, LCTOP, and SB 125 funds for public transit. Commission staff works closely with each transit operator to ensure that funds are properly programmed and included in the SRTTP for inclusion into the FTIP and/or other major planning documents as necessary for allocation or obligation of funds.

With the passage of SB 1, STA revenues were stabilized and SGR was created to provide support for preventative maintenance and capital rehabilitation projects. Public Transit coordinates with transit operators for the preparation and submission of transit projects to Caltrans for the program of projects required for the SGR program. This also includes a board resolution for each program of projects and annual reporting on funding used and distributed to the transit operators.

Public Transit also coordinates with transit operators for the preparation and submission of transit projects to Caltrans for award of LCTOP funds under the California Air Resources Board's (CARB) Cap and Trade Program. The LCTOP program provides funding for operating and capital transit projects that reduce GHG emissions and improve mobility with a priority of serving disadvantaged communities. The State Controller's Office annually appropriates the LCTOP funds. Riverside County's share has supported projects such as the Commission's PVL service expansions, improvements into the Commission's commuter rail stations that encourage active transportation and energy efficiency; free transit ride campaigns; and expansion of zero-emission fueling operations for transit operators. Funds may also be used to increase service frequency on selected rail and bus lines that operate in disadvantaged communities. The County's share of the annual allocations has fluctuated based on state appropriations.

SB 125 was approved through an amendment to the Budget Act of 2023, which provided formula TIRCP and ZETCP to funding agencies such as the Commission. TIRCP funds are eligible for transit operations and capital improvements as well as other grade separations. ZETCP funds are only available to public transit operators eligible to receive STA funds. SB 125 guidelines allows the Commission to suballocate or distribute funds within Riverside County based on local needs, existing priorities, policies, and procedures, as long as the program requirements and goals are met. The Commission aligned projects from the Traffic Relief Plan, Grade Separation Priority Study, and the Zero-Emission Bus (ZEB) Rollout Plans adopted by each of the transit operators.

The Innovative Clean Transit (ICT) regulation was adopted in 2018 by CARB, requiring public transit operators to transition to zero-emission propulsion technology by 2040. As part of the ICT purchasing rule, each public transit operator was to prepare a plan demonstrating how it would transition its fleet from the current technology to zero-emission by the required 2040 timeline. The Commission assisted the small transit operators in Riverside County in preparing the required ICT ZEB plans in FY 2022/23. The Commission also utilized the efforts of SunLine and RTA's ICT zero-emission bus rollout plans to develop a countywide fiscal impact, which was completed in December 2023. To assist all of the transit operators in paying for the implementation of the ICT ZEB plans, the Commission approved the use SB 125 funds to partially pay for the initial implementation of zero-emission technology. The Commission will update the countywide fiscal impact of zero-emission technology again in FY 2025/26.

SPECIALIZED TRANSIT

The 2009 Measure A Western County specialized transit program provides a valuable service to the community by serving the needs of residents, mainly seniors and persons with disabilities, whose transportation needs are not met by traditional services. Social service and nonprofit agencies typically administer specialized transit operations. The Commission awards 2009 Measure A Western County funds for specialized transit through a competitive call for projects. The 2024/25 - 2026/27 (2025) Call for Projects provided funding for 17 operators over a three-year term through June 30, 2027. The 2025 Call for Projects was opened in February 2024 and recipients were awarded funding in June 2024 and amended in September 2024, totaling \$10.9 million.

DEPARTMENT GOALS

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

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

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

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

ID	Public and Specialized Transit Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
PST1	Specialized Transit brochures distributed	1,000	12,050	12,000	12,000
PST2	Specialized Transit grants awarded/ monitored	16	16	18	17
PST2	Specialized Transit site visits ¹	N/A	N/A	N/A	17
PST3	Transit operator quarterly coordination meetings	16	16	16	16
PST3	SRTPs submitted by operators and reviewed	8	8	8	8
PST3	SRTP amendments	20	23	20	20
PST4	Social service/partnering agencies monitored in database	543	543	550	550
PST4	Workshops and meetings attended with regional partners (i.e. Board meetings, CSTAC, SCAG working groups, workshops)	25	25	25	25

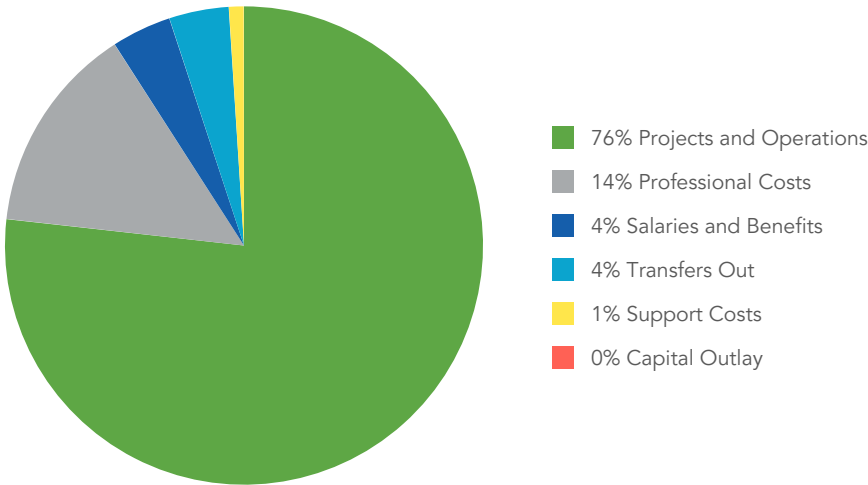
¹Site visits are conducted in the second year of the three-year call for projects

COMMUTER ASSISTANCE

MISSION STATEMENT:

Commuter Assistance helps constituents discover their best commute through meaningful employer and community engagement, rideshare incentives, and advancing technology in order to decrease drive alone trips, alleviate regional congestion, and reduce vehicle emissions, fostering a more sustainable and efficient transportation network.

CHART 38 – COMMUTER ASSISTANCE



EXPENDITURES

Commuter Assistance expenditures total \$8,017,600, which represents a 2% increase from last year’s budget (Table 51) due to the anticipated launch of new programs, including the free rail pass program and transit trainer program. Salaries and benefits of \$338,600 reflects a 7% increase due to the net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional costs of \$1,096,400 increased 69% over the prior year due to development of a new transit trainer program and potential TDM Plan. Support costs of \$106,400 increased \$800, or 1% due to subscription based information technology arrangement services.

Projects and operations expenditures of \$6,106,100 consist of regional transportation consultant services to manage and implement a rideshare and vanpool program for Riverside and San Bernardino counties; Vanpool subsidies and commuter incentives; and Park and ride lease payments. Reimbursements from SBCTA for rideshare and vanpool services provided by the Commission are included in local revenues to offset a portion of these expenditures.

Transfers out include \$360,100 for administrative costs to the General fund.

TABLE 51 – COMMUTER ASSISTANCE USES DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 301,400	\$ 317,200	\$ 316,100	\$ 338,600	\$ 21,400	7%
Professional Costs						
Legal Services	12,400	32,500	13,100	35,000	2,500	8%
Financial Advisory	7,600	8,200	8,600	9,600	1,400	17%
Professional Services - General	138,300	607,300	108,600	1,051,800	444,500	73%
Total Professional Costs	158,300	648,000	130,300	1,096,400	448,400	69%
Support Costs	33,900	105,600	25,900	106,400	800	1%
Projects and Operations						
Program Operations	2,951,500	6,432,100	3,955,000	6,106,100	(326,000)	-5%
Capital Outlay	—	—	—	10,000	10,000	N/A
Transfers Out	177,800	343,300	275,900	360,100	16,800	5%
TOTAL Commuter Assistance	\$ 3,622,900	\$ 7,846,200	\$ 4,703,200	\$ 8,017,600	\$ 171,400	2%

COMMUTER ASSISTANCE STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Assistant	0.01	0.01	0.01
Chief Financial Officer	0.00	0.00	0.00
Community Engagement Manager	0.00	0.00	0.00
Commuter and Motorist Assistance Manager	0.92	0.80	0.90
Deputy Executive Director	0.01	0.01	0.00
External Affairs Director	0.00	0.01	0.01
Management Analyst	0.00	0.25	0.00
Public Affairs Manager	0.01	0.01	0.01
Senior Administrative Assistant	0.08	0.10	0.07
Senior Management Analyst	0.37	0.04	0.42
FTE	1.40	1.23	1.42

DEPARTMENT OVERVIEW

The Commission's CAP enhances the quality of life for constituents by providing time and cost-saving transportation options. CAP achieves this through a comprehensive employer and commuter program (IE Commuter), vanpool subsidies (VanClub), and Park & Ride facilities. These effective Transportation Demand Management (TDM) strategies work together to reduce congestion from work commutes by promoting sustainable transportation options such as bus and rail transit, vanpools, carpools, active transportation (walking and bicycling), and telework.

Initially focused on Western Riverside County under the Measure A program, CAP expanded to Eastern Riverside County with support from Service Authority for Freeway Emergencies (SAFE) funds, ensuring consistent rideshare assistance to residents and employers countywide. Together, these programs provide employers with robust commute solutions while helping residents find their ideal transportation options—ultimately reducing vehicle trips, emissions, and vehicle miles traveled (VMT).

IE Commuter: A Regional Rideshare Program

Since 1993, the CAP has been administered and funded as a bi-county rideshare program, IE Commuter, in partnership with the SBCTA, and implemented through consultant services. IE Commuter provides a suite of programs and services to Riverside and San Bernardino County residents and regional employers to encourage a shift away from single-occupancy vehicle (SOV) commuting:

- Program Outreach – Engages employer partners to establish rideshare programs at worksites and provides turnkey commuter incentives and marketing campaigns. Outreach includes online advertising, social media, events, and commuter engagement campaigns.
- Employer Services – Support employers of all sizes and across all industries with ridematching services, marketing campaigns, promotions, and commuter incentives. Large employers (250 or more employees) requiring compliance with South Coast Air Quality Management District Rule 2202 receive specialized assistance, including Average Vehicle Rideshare (AVR) transportation surveys, calculations, marketing workshops, and on-site support.
- Ridematching Services - Provides account holders with personalized transportation options, including transit itineraries and carpool/vanpool matching.
- Information Services – Offers commuters and employers access to online tools, resources, and live customer support via the call center (866-RIDESHARE), email, and live chat services during business hours for ridematching support, transit assistance, or general rideshare inquiries.
- Rideshare Incentives – Encourages alternative commuting behaviors through:
 - \$5/Day Rideshare Incentive – Rewards commuters switching to alternative transportation to get to work for a three-month period with \$5/Day (up to \$125)
 - Monthly Rideshare & Telework Spotlight – Encourages continued participation by offering monthly prize opportunities for logging rideshare or telework activity.
- Guaranteed Ride Home – Provides reimbursable transportation for employees who rideshare but need an emergency ride home or must stay for unexpected overtime. Reimbursements cover Transportation Network Company (TNC) services (e.g., Uber/Lyft), transit, or taxi rides (maximum two per year).

IE Commuter FY24 Impact (Employer Partners)



VanClub: A Vanpool Subsidy Program

VanClub enhances accessibility and affordability by subsidizing leased vanpools traveling to worksites in Riverside County, up to \$600 per month. Additionally, as a member of Calvans, RCTC supports vanpool transportation for farm/agriculture workers throughout the county with safe, affordable transportation options that meet all state and federal requirements for farm labor transportation. In Fiscal Year 2024, VanClub subsidized nearly 40 vanpools reduced 62K+ vehicle trips, 2.3 million vehicle miles traveled, and 897 tons of emissions.

Park & Rides: Multi-Modal Facilities

Park & Ride (P&R) lots provide parking spaces for commuters to park and meet their carpool or vanpools as well as for commuters making transit connections. RCTC leases excess parking spaces from retail centers, churches, and others to help expand Park & Ride capacity in Riverside County. The lease, a three-party agreement between the property owner, Caltrans, and RCTC, allows flexibility in meeting the dynamic needs of commuters.

Future CAP Initiatives

Since the pandemic, CAP has adapted to the evolving transportation landscape by introducing new programs, incentives and expanding regional collaboration. To support the growing demand for remote work solutions, CAP introduced Telework Employer Assistance, offering resources and support for businesses with employees working from home. Additionally, the \$5/Day Rideshare Incentive was introduced to stimulate a shift from SOV use to alternative modes of transportation. Recognizing the need for greater regional connectivity, CAP integrated its rideshare platform – serving Riverside and San Bernardino counties - with Los Angeles, Orange, and Ventura counties, significantly enhancing ridematching capabilities and making it easier for intercounty commuters to find viable transportation options. To further improve affordability, CAP also increased the VanClub vanpool subsidy, making shared transportation options cheaper for participants.

Looking ahead, CAP will continue enhancing its suite of programs and services with the following key initiatives:

- **Expanding Regional Footprint** – In 2023, the CAP transitioned from an Inland Empire-based rideshare database to a centralized, regional database platform, merging commuter and employer data across Southern California. This enhancement significantly improved ridematching potential for those with longer and more impactful commutes. The CAP will continue to partner with regional stakeholders in an effort to connect databases with additional neighboring counties, including San Diego and Imperial County, to further enhance commuter support.
- **Free Rail Pass Program** – Launched in 2025, this LCTOP funded program provides free Metrolink passes to Riverside and San Bernardino County residents, encouraging them to “Experience Metrolink” and explore transit as a viable option. Unlike traditional CAP programs primarily focused on work commutes, this initiative will target a broader audience, including leisure travelers and students, helping shift more trips towards public transit.
- **Transit Training Program** – CAP will pilot a Transit Training Program to assist new or inexperienced public transit users by pairing them with seasoned commuters at a worksite (i.e., coworkers or employees at nearby worksites) or consultant led ride-a-longs for discretionary trips for leisure or recreation. If the program proves to be an efficient and sustainable strategy for increasing transit adoption, it will transition to a permanent offering to further enhance public transit accessibility and ridership.
- **Next Generation CAP** – CAP will explore options to assess the evolving TDM landscape and develop a Strategic TDM Plan to guide the next generation commuter and traveler programs and inform the next procurement for CAP administration and outreach consultant services.

Through IE Commuter, VanClub, and Park & Ride facilities, the program has demonstrated significant success in decreasing vehicle trips, emissions, and miles traveled, benefiting both commuters and employers. With the introduction of new initiatives such as the Free Rail Pass Program and Transit Training Program, the Commission is proactively shaping the future of regional mobility. By embracing innovation, expanding engagement, and strengthening intercounty collaboration, CAP will continue to provide effective, sustainable, and accessible transportation solutions, ensuring a higher quality of life for all residents while supporting the region’s long-term environmental and economic goals.

DEPARTMENT GOALS

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

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

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

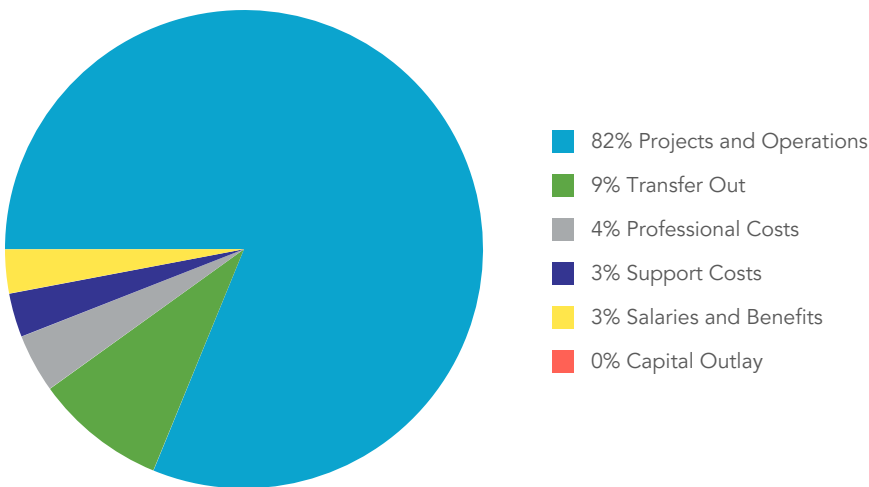
ID	Commuter Assistance Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
CA1	Incentive participation:				
CA1	• Rideshare Incentive	1,500	1,028	1,300	1,450
CA1	• Rideshare/Telework Spotlight	4,200	2,554	3,450	3,600
CA1	Rideshare Week Pledges	1,400	1,452	1,500	1,580
CA1	Number of one-way single occupant vehicle trips reduced from incentive participation and subsidized VanClub vanpools	447,000	324,069	291,000	323,100
CA2	Number of employer partners	310	310	320	340
CA2	Park & ride spaces	3,302	2,937	2,821	2,821
CA2	VanClub Vanpools	35	37	51	64
CA2	VanClub participants cumulative reduction of VMT	2,300,000	2,373,051	4,062,600	5,078,200
CA3	Number of Employee Transportation Surveys	91,700	87,420	116,000	122,000
CA3	RideGuides produced	5,600	5,333	5,800	5,900

MOTORIST ASSISTANCE

MISSION STATEMENT:

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

CHART 39 – MOTORIST ASSISTANCE



EXPENDITURES

Motorist Assistance expenditures and uses are budgeted at \$7,648,500, a increase of 15% compared to the prior year budget (Table 52). Salaries and benefits reflect a decrease of 2% due to net FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of 305,000, reflects an increase of \$37,000 or 14% due to transition to a regional 511 platform. Support costs of \$196,700 reflects a decrease of 8% due to regional marketing campaign efforts in the previous year.

Program operations include \$5,009,000 in towing contract costs for the FSP program. Projects and operations costs increased 19% due to anticipated increases in FSP rates. Capital outlay remained unchanged from the previous year and include replacement of FSP truck radios and tablets. Transfers out represent a \$325,000 for the Coachella Valley TDM and a \$347,600 allocation for administrative costs.

TABLE 52 – MOTORIST ASSISTANCE USES DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 105,700	\$ 196,100	\$ 122,600	\$ 191,900	\$ (4,200)	-2%
Professional Costs						
Legal Services	4,400	31,000	4,200	26,000	(5,000)	-16%
Professional Services - General	160,600	237,000	168,300	279,000	42,000	18%
Total Professional Costs	165,000	268,000	172,500	305,000	37,000	14%
Support Costs	107,100	213,500	106,100	196,700	(16,800)	-8%
Projects and Operations						
Program Operations	4,329,100	5,291,500	4,547,200	6,272,300	980,800	19%
Capital Outlay	400	10,000	6,500	10,000	–	0%
Transfers Out	235,100	676,400	330,900	672,600	(3,800)	-1%
TOTAL Motorist Assistance	\$ 4,942,400	\$ 6,655,500	\$ 5,285,800	\$ 7,648,500	\$ 993,000	15%

MOTORIST ASSISTANCE STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Assistant	0.00	0.01	0.01
Commuter and Motorist Assistance Manager	0.08	0.20	0.10
Deputy Director of Administrative Services	0.00	0.00	0.01
Management Analyst	0.00	0.75	0.00
Procurement Analyst	0.00	0.11	0.07
Procurement Manager	0.00	0.04	0.03
Public Affairs Manager	0.00	0.02	0.01
Senior Administrative Assistant	0.02	0.04	0.02
Senior Management Analyst	0.70	0.04	0.68
Senior Procurement Analyst	0.00	0.02	0.03
FTE	0.80	1.23	0.96

DEPARTMENT OVERVIEW

As the regional SAFE, the Commission is responsible for providing a motorist aid system designed to reduce congestion, improve mobility, and enhance safety. This system consists of two primary programs: Freeway Service Patrol and 511 Traveler Information Services.

Freeway Service Patrol (FSP)

The FSP operates a fleet of tow trucks that continuously patrol approximately 130 centerline miles of the county's most congested highways during peak periods. These trucks proactively seek out and assist stranded motorists by providing services such as jump starts, tire changes, towing, or a gallon of gas—at no cost to the motorist. By swiftly clearing disabled vehicles and highway debris, FSP helps reduce secondary accidents and maintain traffic flow.

FSP services are also extended through special agreements to construction zones, where funding is provided by Caltrans or Commission-funded construction projects. Additionally, FSP assistance is deployed during major events, such as Coachella and Stagecoach, to mitigate congestion and improve mobility.

511 Traveler Information Services (SoCal 511)

SoCal 511 provides motorists traveling through Riverside County with real-time traffic speeds, transit, and commuter service information across multiple platforms. Users can access 511 services for free and in multiple languages by visiting SoCal511.com, calling 511 (English and Spanish) or through the SoCal 511 mobile app. The Commission partners with Metro, OCTA, SBCTA, and VCTC to offer this cost-effective, region-wide service that enhances travel information accessibility.

Beyond these core programs, Motorist Assistance allocates a small portion of SAFE funding to expand access to CAP services and incentives for residents and employers in eastern Riverside County. This initiative enhances mobility and provides additional congestion reduction and air quality improvements by promoting TDM strategies in the Coachella Valley.

Looking ahead, the Motorist Assistance Program plans to conduct a Motorist Aid Strategic Study in Fiscal Year 2025/26 to explore new technologies and innovative service delivery options and potentially pilot new programs or technology to more efficiently deliver additional services to motorists in need of assistance.

DEPARTMENT GOALS

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

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

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

MA4 – Improve motorist safety on the highway system by conducting a motorist aid study that defines the most effective solutions and potentially piloting programs to replace the call box system. *(Policy Goals: Quality of Life, Operational Excellence, Responsible Partner)*

ID	Motorist Assistance Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
MA1 MA2	Number of 511 phone calls	70,000	55,184	60,000	56,000
MA1 MA2	Number of 511 web visits	300,000	446,983	450,000	550,000
MA1 MA3	Number of FSP assists	60,000	58,801	57,000	60,000
MA1 MA4	Number of call boxes*	158	158	158	—
MA1 MA4	Number of call box calls*	900	346	750	—

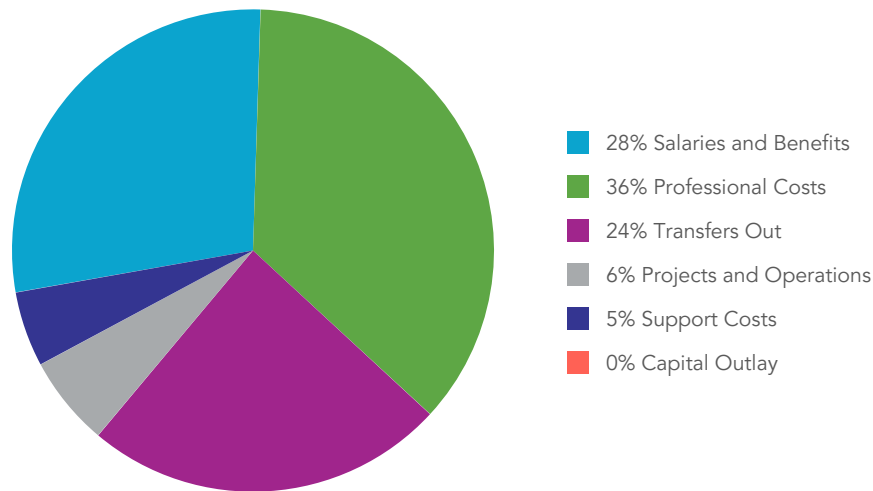
*The Riverside County Call Box System was decommissioned as of June 30, 2025

REGIONAL CONSERVATION

MISSION STATEMENT:

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

CHART 40 – REGIONAL CONSERVATION



EXPENDITURES

The Regional Conservation Department has a total budget of \$13,441,500 (Table 53). The Implementation and Management Services Agreement between the Commission and the RCA became effective on January 1, 2021. RCA will reimburse the Commission 100% of the costs incurred to manage the RCA. The 4% decrease in salaries and benefits reflects the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of \$4,877,300 reflects a decrease of \$174,100 or 3% due to monitoring and management contracts. Professional services include general legal, legislative advocacy, public outreach, monitoring and management contracts, various other contracts, and website updates. Support costs of \$712,000 reflects an increase of 14% primarily due to an increase in insurance costs. Support costs include advertising, various membership dues, seminars and conferences, office equipment and furniture, office maintenance, and insurance. Program operations of \$98,400 includes program management oversight by Bechtel. Right of way costs of \$760,000 relate to professional services costs for RCA habitat acquisition. Capital outlay of \$5,000 includes office equipment and furniture. Transfers out of \$3,163,500 relate to the administration cost allocation.

TABLE 53 – REGIONAL CONSERVATION EXPENDITURE DETAIL

	FY 23/24		FY 24/25		FY 25/26				
	Actual		Revised Budget		Projected		Budget	Dollar Change	Percent Change
Salaries and Benefits	\$	3,152,200	\$	3,994,100	\$	2,988,800	\$	3,825,300	\$ (168,800) -4%
Professional Costs									
Commissioner Per Diem		15,700		30,000		20,000		30,000	- —%
Legal Services		459,200		750,000		416,700		750,000	- —%
Audit Services		109,900		107,500		105,200		109,000	1,500 1%
Professional Services - General		2,727,700		4,163,900		3,421,300		3,988,300	(175,600) -4%
Total Professional Costs		3,312,500		5,051,400		3,963,200		4,877,300	(174,100) -3%
Support Costs		393,300		624,300		553,400		712,000	87,700 14%
Projects and Operations									
Program Operations		53,800		157,900		87,800		98,400	(59,500) -38%
Right of Way		786,200		1,200,000		900,000		760,000	(440,000) -37%
Total Projects and Operations		840,000		1,357,900		987,800		858,400	(499,500) -37%
Capital Outlay		-		5,000		-		5,000	- —%
Transfers Out		1,165,200		3,181,000		2,414,100		3,163,500	(17,500) -1%
TOTAL Regional Conservation	\$	8,863,200	\$	14,213,700	\$	10,907,300	\$	13,441,500	\$ (772,200) -5%

REGIONAL CONSERVATION STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Accountant	1.00	1.00	0.98
Accounting Supervisor	1.00	1.04	0.94
Accounting Technician	1.00	1.00	0.99
Administrative Assistant	0.04	0.16	0.04
Administrative Services Director- Clerk of the Board	0.12	0.16	0.10
Administrative Supervisor/Executive Assistant	0.00	0.00	0.02
Chief Financial Officer	0.14	0.15	0.07
Community Engagement Manager	0.15	0.25	0.25
Deputy Clerk of the Board	0.91	0.91	0.90
Deputy Director of Administrative Services	0.25	0.30	0.01
Deputy Executive Director	0.07	0.08	0.07
Executive Director	0.07	0.12	0.11
External Affairs Director	0.00	0.10	0.10
Financial Administration Manager	0.93	0.92	0.82
Financial Budget Manager	0.00	0.00	0.01
Legislative Affairs Manager	0.20	0.25	0.25
Management Analyst	0.97	0.98	1.00
Procurement Analyst	0.04	0.04	0.15
Procurement Manager	0.02	0.04	0.04
Project Delivery Director	0.03	0.07	0.04
Public Affairs Manager	0.09	0.15	0.23
Records Technician	0.00	0.00	0.00
Regional Conservation Deputy Director	1.00	1.00	1.00
Regional Conservation Director	1.00	1.00	1.00
Reserve Management and Monitoring Manager	1.00	1.00	1.00
Right of Way Manager	0.45	0.50	0.45
Senior Administrative Assistant	0.11	0.08	0.08
Senior Management Analyst	6.15	6.12	6.01
Senior Office Assistant	0.13	0.14	0.01
Senior Procurement Analyst	0.00	0.04	0.04
FTE	16.87	17.6	16.71

DEPARTMENT OVERVIEW

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

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

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

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

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

The Regional Conservation Department has four key priorities for FY 2025/26:

- Continue Phase III of the Managing Agency Transition Plan;
- Continue organizational excellence related to integrity, consistency, and sustainability in implementation of the MSHCP; and
- Improve partnerships, communication, and engagement with Member Agencies, state and federal agencies, tribes, and other key stakeholders.

DEPARTMENT OVERVIEW

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

RC2 – Facilitate and support Member Agency implementation of the MSHCP to improve efficient, effective, and sustainable implementation. *(Policy Goals: Quality of Life, Responsible Partner)*

RC3 – Build upon relationships with state and federal agencies to maximize funding opportunities to achieve the state and federal commitment to contribute 50,000 acres to the MSHCP reserve.. *(Policy Goals: Operational Excellence, Connecting the Economy, Responsible Partner)*

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

Regional Conservation Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 25/26 Projected
Acres purchased	1,500	2,875	1,100	500
Acres donated	200	222	200	300
Joint project reviews completed	20	29	30	25

SECTION 3.3

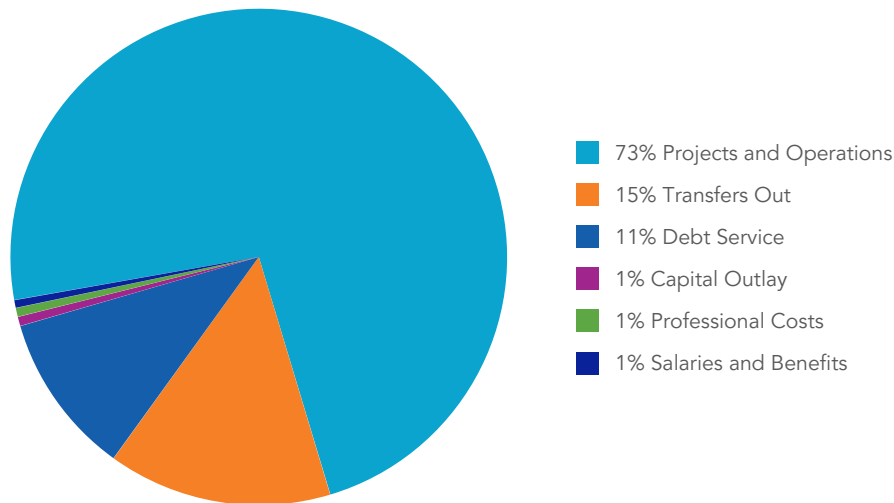
Capital Projects

CAPITAL PROJECT DEVELOPMENT AND DELIVERY

MISSION STATEMENT:

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

CHART 41 – CAPITAL PROJECT DEVELOPMENT AND DELIVERY



EXPENDITURES

The budgeted expenditures and transfers out total \$656,038,400 to cover all of the Commission’s major capital projects (Table 54). Salaries and benefits expenditures represent less than 1% of the budgeted uses and reflects a decrease of \$478,800 or 13% from the prior year. The decrease is due to a change in the net change in FTE allocations, offset by a 4% pool for performance merit-based salary increases. Professional costs of \$3,888,200 primarily relate to general legal costs, specialized legal, advisory services, public communications, and property management services. Support costs of \$1,344,100 consist primarily of services needed to maintain the Commission’s real properties in a condition that complies with all local codes and regulations governing property maintenance. The 30% increase includes a subscription software addition providing comprehensive traffic and population movement data.

General project costs of \$8,517,700 comprise program management provided by Bechtel and permits for highway and rail capital projects.

Significant projects included in engineering expenditures of \$30,670,500 relate to the Perris Mead Valley Station; MCP projects; SR-79 realignment projects; Perris Valley Line double track in Moreno Valley to Perris projects; various commuter rail improvement and rehabilitation; and various Western County Measure A highway and TUMF regional arterial projects.

Construction expenditures of \$237,993,400 primarily relate to the MCP projects; 71/91 connector project; Smart Freeways project; Perris Valley Line station layover facility; Riverside Downtown station grade crossing; various Western County Measure A and TUMF regional arterial projects; and rail improvement and rehabilitation projects.

Design-build costs of \$280,100 pertain primarily to the I-15 Express Lanes – Northern Extension project.

Right of way expenditures of \$60,065,000 on significant projects include the MCP projects; SR-79 realignment project; SR-60/Potrero Boulevard interchange phase II project; various Western County TUMF regional arterial projects; and station improvement projects.

Local turn-back payments to jurisdictions and the County for local streets and roads repair, maintenance, and construction amount to \$78,891,900. Disbursements of \$60,000,000 to CVAG for the 2009 Measure A Coachella Valley highway and regional arterial program comprise all of the regional arterial expenditures. The Planning and Programming Department monitors the eligibility for local streets and roads funding and reviews reimbursement claims for Coachella Valley highway and regional arterial program expenditures.

Special studies in FY 2025/26 of \$2,353,700 includes the Next Generation Toll Feasibility Study and I-15 Express Lanes ingress/egress analysis. Operating and capital disbursements is \$0 in FY 2025/26. The prior year operating and capital disbursement amounts were related to Metrolink working capital .

Interest payments on outstanding sales tax revenue bonds (2010B Bonds, 2013 Sales Tax Bonds, 2016 Refunding Bonds, 2017A Bonds, 2017B Refunding Bonds, and 2018 Refunding Bonds) are \$33,370,200. The Commission will make principal payments of \$35,815,000 for the outstanding sales tax revenue bonds.

Significant transfers out consist of the following:

- \$69,185,200 from 2009 Measure A Western County highway fund to the Debt Service fund for sales tax revenue bonds debt service;
- \$8,216,200 from the 2009 Measure A Western County new corridor fund to the 2009 Measure A Western County highway fund for its share of the MSHCP debt service contribution;
- \$3,521,200 from the TUMF CETAP fund to the 2009 Measure A Western County highway fund for its share of the MSHCP debt service contribution;
- \$7,508,500 from Measure A and TUMF funds for the allocation of administrative costs to the General fund;
- \$4,000,000 from the TUMF CETAP fund to the 2009 Measure A Western County new corridor fund for the MCP projects;
- \$75,000 from the 2009 Measure A Western County highway fund to the TUMF Regional Arterials fund for the SR-79 realignment project; and
- \$2,812,100 from the Debt Service fund to the 2009 Measure A Western County highway and Coachella Valley highway funds for BABs subsidy reimbursements.
- \$224,500 from the 2009 Measure A Western County economic development fund to the RCTC 91 Express Lanes for the 91 Improvements east of I-15 project.

TABLE 54 – CAPITAL PROJECT DEVELOPMENT AND DELIVERY USES DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 2,830,000	\$ 3,809,700	\$ 3,021,600	\$ 3,330,900	\$ (478,800)	-13%
Professional Costs						
Legal Services	1,214,600	3,958,000	3,078,900	1,554,000	(2,404,000)	-61%
Audit Services	47,700	69,000	140,800	70,000	1,000	1%
Financial Advisory	85,700	167,700	175,400	72,600	(95,100)	-57%
Professional Services - General	1,728,700	2,094,100	1,436,400	2,191,600	97,500	5%
Total Professional Costs	3,076,700	6,288,800	4,831,500	3,888,200	(2,400,600)	-38%
Support Costs	639,300	1,032,200	864,500	1,344,100	311,900	30%
Projects and Operations						
Program Operations	11,192,200	18,453,800	21,367,900	8,517,700	(9,936,100)	-54%
Engineering	15,581,700	33,804,700	25,369,300	30,670,500	(3,134,200)	-9%
Construction	107,782,500	214,986,900	115,355,700	237,993,400	23,006,500	11%
Design Build	22,338,800	19,143,000	4,134,400	280,100	(18,862,900)	-99%
Right of Way and Land	22,167,800	75,998,000	20,533,300	60,065,000	(15,933,000)	-21%
Local Streets and Roads	85,026,800	79,969,200	80,117,000	78,891,900	(1,077,300)	-1%
Regional Arterials	61,603,700	30,000,000	30,000,000	60,000,000	30,000,000	100%
Special Studies	–	500,000	247,000	2,353,700	1,853,700	371%
Operating and Capital Disbursements	–	5,000,000	–	–	(5,000,000)	-100%
Total Projects and Operations	325,693,500	477,855,600	297,124,600	478,772,300	916,700	0%
Capital Outlay	5,456,100	9,107,000	8,311,100	3,975,000	(5,132,000)	-56%
Debt Service	69,215,000	69,158,300	69,158,300	69,185,200	26,900	0%
Transfers Out	109,932,300	138,835,900	125,265,300	95,542,700	(43,293,200)	-31%
TOTAL Capital Project Development and Delivery	\$ 516,842,900	\$ 706,087,500	\$ 508,576,900	\$ 656,038,400	\$ (50,049,100)	-7%

CAPITAL PROJECT DEVELOPMENT AND DELIVERY STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Administrative Assistant	0.00	0.01	0.00
Capital Project Manager	2.36	2.37	1.69
Chief Financial Officer	0.04	0.20	0.12
Deputy Director of Administrative Services	0.01	0.00	0.32
Deputy Executive Director	0.03	0.06	0.04
Executive Director	0.04	0.08	0.06
External Affairs Director	0.00	0.10	0.07
Facilities Administrator	0.10	0.17	0.10
Legislative Affairs Manager	0.00	0.02	0.01
Management Analyst	0.05	0.00	0.00
Planning and Programming Director	0.00	0.00	0.07
Planning and Programming Manager	0.00	0.00	0.09
Procurement Analyst	0.05	0.16	0.21
Procurement Manager	0.14	0.21	0.40
Project Delivery Director	0.58	0.48	0.43
Public Affairs Manager	0.34	0.29	0.25
Right of Way Manager	0.54	0.48	0.47
Senior Administrative Assistant	0.56	0.56	0.55
Senior Capital Project Manager	2.83	2.54	2.64
Senior Management Analyst	3.61	4.76	3.71
Senior Procurement Analyst	0.13	0.24	0.40
Toll Operations Director	0.06	0.10	0.05
Toll Project Delivery Director	0.72	0.76	0.34
Toll Systems Engineer	0.09	0.00	0.02
Toll Technology Manager	0.11	0.07	0.05
FTE	12.39	13.66	12.09

DEPARTMENT OVERVIEW

The primary responsibility of Capital Projects is the development and delivery of major highway, express lanes and rail capital projects where the Commission is identified as the lead agency. The delivery of a capital project can include tasks such as feasibility studies, preliminary engineering, environmental clearance, final design, right of way acquisition, utility relocation, construction, construction management, and design-build in addition to the management of various types of agreements. Capital Projects also develops and delivers a limited number of highway, regional arterial, and regional trail projects on behalf of local jurisdictions; these efforts are funded by the local jurisdictions through funding agreements with the Commission. Approximately 47% of the Commission's FY 2025/26 budgeted expenditures originates in this department managed by the Toll Project Delivery and Project Delivery Directors responsible for the capital program.

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

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

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

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

Given the support required to oversee and participate in the project development work, costs for Commission staff and related support are included in this department budget. The projects identified in the FY 2025/26 budget funded by Measure A, TUMF, state, or federal funds as well as existing and future toll revenues require the continued support of the Bechtel project management team which includes program managers, project engineers, construction engineers, inspectors, contracts administration, and support staff.

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

RIGHT OF WAY ACQUISITION, UTILITY COORDINATION, AND SUPPORT SERVICES

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

PROPERTY MANAGEMENT

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

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

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

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

LONG-TERM STRATEGIC PLANNING

The Commission completed a significant effort in December 2006 to develop an implementation plan strategy for the 2009 Measure A state highway program, with a focus on the first 10 years of the program through 2019. The effort, known as the Western County Highway Delivery Plan, included an objective-based assessment of the Western County portion of the 2009 Measure A TIP along with the prioritization of the program of projects. The Commission selected four highway corridors (I-215, I-15, I-10, and SR-91) as the priority focus for the first 10 years of the 2009 Measure A program, and long-term development work was approved for large-scale projects such as the development of the MCP and realignment of SR-79.

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

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

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

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

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

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

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

Detailed descriptions of the capital projects, including local streets and roads funding, that are included in the FY 2025/26 budget follow the Department Goals.

DEPARTMENT GOALS

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

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

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

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

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

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

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

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

CAP9 – Identify innovative technologies that can be used to improve congestion while complying with State climate action plan. *(Policy Goal: Operational Excellence)*

CAP10 – Identify methods to implement the necessary highway projects while complying with the State climate action plan. *(Policy Goals: Quality of Life, Operational Excellence)*

CAPITAL PROJECTS SUMMARY

The following is a summary of the capital projects included in the FY 2025/26 budget with costs generally categorized by engineering, right of way, construction, and design-build phases in addition to other project-related costs such as salaries and benefits, Bechtel project management, and legal fees.

HIGHWAY AND REGIONAL ARTERIAL PROJECTS

SR-60 TRUCK LANES AND HABITAT MITIGATION & MONITORING (P003029 & P003058)

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

FY 2025/26 Cost	\$	128,000	Engineering
	\$	753,000	Construction
	\$	30,000	Right of way
	\$	67,000	Other project-related costs
Funding Impact	Costs funded with CMAQ, STIP/RIP, SHOPP, and 2009 Measure A highway funds. Caltrans is the lead agency for preliminary engineering and design. The Commission is the lead agency for right of way acquisition, construction, and mitigation.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

SR-79 REALIGNMENT (P003003, P005127, P005146, P005147, P005148)

Complete post-environmental phase work for realignment from Gilman Springs Road to Domenigoni Parkway. The total estimated project cost is \$1.2 billion. A Corridor Analysis Study was performed in 2023, which identified options on how to reduce the project cost including conversion to a county expressway, RCTC assuming CEQA lead, and segmentation with logical termini. Design for the southerly Segment 3 from Simpson Road to Newport Road is estimated to begin February 2025. ROW acquisition for critical parcels within this segment are also in progress.

FY 2025/26 Cost	\$	4,119,000	Engineering
	\$	39,008,000	Right of way
	\$	1,256,600	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial, TUMF CETAP, and federal funds.		
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.		

91 PROJECT (P003028)

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

FY 2025/26 Cost	\$ 2,020,000	Right of way
	\$ 10,000	Design-build
	\$ 174,800	Other project-related costs
Funding Impact	Costs funded using 2009 Measure A highway, new corridor, and economic development funds including sales tax revenue bonds and commercial paper, toll revenue bonds, a federal TIFIA loan, STIP and State LPP funds, and 1989 Measure A contribution.	
Operating Budget Impact	Operation and maintenance of the tolled express lanes facilities are the responsibility of the Commission, while all other state highway operations are the responsibility of Caltrans. Annual operating and maintenance costs are paid from the collection of RCTC 91 Express Lanes toll revenues. Toll operating costs are included in Toll Operations Department budget.	

71/91 CONNECTOR PROJECT AND HABITAT MITIGATION & MONITORING (P003021 & P003061)

Continued construction of improvements to the new 71/91 upper level connector with an anticipated completion date in 2025. The total estimated project cost is \$128 million. The 71/91 Connector habitat mitigation and monitoring project will be established for a minimum of five years to comply with required environmental conditions required by other resource agencies.

FY 2025/26 Cost	\$ 1,868,000	Engineering
	\$ 7,650,000	Construction
	\$ 150,000	Right of way
	\$ 227,100	Other project-related costs
Funding Impact	Costs for right of way acquisition and utility relocation work primarily funded using Congressionally designated federal funding remaining from previous area projects; construction costs to be primarily funded with STIP-RIP and SB 1 TCEP funds. Other costs funded with 2009 Measure A highway funds and SB 1 LPP funds.	
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.	

I-15 EXPRESS LANES PROJECT (P003027)

Project development activities began in April 2008, and lanes were opened to traffic in April 2021. The estimated total project cost is \$472 million, including financing costs. Habitat restoration within the Santa Ana River continues in FY 2025/26.

FY 2025/26 Cost	\$	133,000	Engineering
	\$	101,800	Other project-related costs
Funding Impact	Project development costs funded using 2009 Measure A highway funds. Federal CMAQ and STBG funds were used to fund interagency support and a portion of design-build costs. A federal TIFIA loan secured by the Commission funded a portion of design-build and toll system costs. Additional funding includes Surface Transportation Block Grant and Highway Infrastructure Programs. Proceeds from sales tax revenues debt completed the project financing.		
Operating Budget Impact	Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission, while all other federal and state highway operations are the responsibility of Caltrans. Annual operating and maintenance costs are paid from the collection of 15 Express Lanes toll revenues.		

I-15 EXPRESS LANES – NORTHERN EXTENSION (P003050)

In Spring 2020, the Commission approved work with SBCTA to help facilitate delivery of the Riverside County portion of the SBCTA I-15 Freight Corridor Project. The scope of the larger SBCTA project is to add express lanes in each direction from Foothill Boulevard in San Bernardino County to Cantu-Galleano Ranch Road in Riverside County. This project will connect seamlessly with the Riverside 15 Express Lanes. The project started construction in January 2024 and is expected to open to traffic in 2028. Currently, the Commission is working with SBCTA providing construction oversight of the express lanes in Riverside County and defining the responsibility and terms of operations for the new toll segment. Although this cross-county project is not identified in Measure A, the delivery of the project would add to and enhance the planned regional express lanes network. The Commission will need to continue staff and consultant effort in the coming years to provide oversight of the construction and manage implementation of the toll operations system of this new segment. In FY 2025/26, staff will work with SBCTA to continue development of the operations agreement and continue construction oversight reviews. The Commission will review and ensure all construction, and operational activities for the I-15 Express Lanes – Northern Extension segment do not harm the Riverside 15 Express Lanes operations.

	\$ 270,100	Design-build
	\$ 279,300	Other project-related costs
Funding Impact	All project development costs for the Riverside 15 Express Lanes improvements, currently estimated at \$67.2 million, will be funded by SBCTA through SB-1 TCEP grant funds and federal CMAQ funds.	
Operating Budget Impact	Discussions with SBCTA are continuing regarding the responsibility of operation and maintenance of the future tolled express lanes segment. All other federal and state highway operations are the responsibility of Caltrans. Commission costs, if required, will be paid from the collection of toll revenues.	

I-15/FRANKLIN STREET INTERCHANGE (P005138)

The 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, with Phase I being the I-15 Railroad Canyon Road Interchange Project. The construction of Phase 1 for the city of Lake Elsinore was substantially completed in 2022. Design began in 2024 and is estimated to be completed 2028. The estimated total project cost is \$48 million.

FY 2025/26 Cost	\$ 2,548,000	Engineering
	\$ 137,800	Other project-related costs
Funding Impact	Costs funded using TUMF, SB 1 LPP, and STIP.	
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.	

MID COUNTY PARKWAY (P002302, P002317, P002320, P002324 & P002328)

Complete close out of I-215/Placentia interchange construction project, the first construction package, complete design and commence construction of package 3 along Ramona Expressway, acquire right of way at imminent risk for development parcels for construction package 2, and perform activities related to post-environmental/permitting, design and right of way for a new corridor from I-215 to SR-79. Construction of this new facility will be completed over many years as funding becomes available and is estimated to cost \$1.7 to \$1.9 billion.

FY 2025/26 Cost	\$ 1,010,000	Engineering
	\$ 67,030,000	Construction
	\$ 8,156,000	Right of way
	\$ 1,107,700	Other project-related costs
Funding Impact	Costs for the construction packages funded with TUMF CETAP, 2009 Measure A new corridor, SB 1 LPP, SB1 SCCP, and STBG funds.	
Operating Budget Impact	The County of Riverside will be responsibility for highway operations on construction package 3.	

I-10/HIGHLAND SPRINGS INTERCHANGE (P005135)

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

FY 2025/26 Cost	\$ 600,000	Engineering
	\$ 35,000	Right of way
	\$ 145,000	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial.	
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.	

SMART FREEWAYS (P003051)

Commence construction and systems operation for two years of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. The estimated total project cost is \$24.7 million.

FY 2025/26 Cost	\$ 8,477,000	Construction
	\$ 923,800	Other project-related costs
Funding Impact	Costs funded using federal CMAQ, congressional earmarks, Caltrans SHOPP funding, and Measure A new corridor funds.	
Operating Budget Impact	Operations costs during the pilot period of two years will be included in the construction contract costs.	

I-10 TOLL COORDINATED ADAPTIVE RAMP METERING AND FEASIBILITY STUDY (P682330 & P682331)

The I-10 Express Lanes Feasibility Study examined the feasibility of implementing a tolled express lane system along I-10 from SR-60 in Beaumont through SR-111 in Palm Springs in Riverside County. The study examined the traffic operations, capital improvement engineering scope, environmental constraints, and high-level financial feasibility of adding express lanes to the mainline median. Several alternatives were examined including: 1) a single express lane in each direction; 2) two express lanes in each direction; 3) a moveable median barrier to allow for a reversible 2+1 express lanes in each direction, adjustable in response to peak directional traffic; and 4) two express lanes in each direction implemented by converting the general purpose #1 lane to an express lane and adding an additional median express lane. In FY 2024/25, the Commission approved moving forward with the I-10 Express Lanes project initiation document also known as a Project Study Report – Project Development Support (PSR-PDS). The I-10 Express Lanes PSR-PDS will be initiated in FY 2025/26.

The I-10 Coordinated Adaptive Ramp Metering (CARM) Feasibility Study examined the feasibility of implementing a Smart Road system along I-10 through the cities of Beaumont and Banning in Riverside County. CARM is an advanced traffic management system that controls mainline traffic flows through balancing entering traffic and on-ramp queues in response to real-time traffic conditions. The purpose of CARM is to control freeway access in a way that prevents mainline flow breakdown while also ensuring ramp queues are equitably distributed along the corridor. In FY 2024/25, the Commission approved moving forward with the I-10 Ramp Metering project initiation document combined with environmental studies also known as a Design Engineering Evaluation Report (DEER). The I-10 Ramp Metering DEER will be initiated in FY 2025/26.

FY 2025/26 Cost	\$ 3,000,000	Engineering
	\$ 513,600	Other project-related costs
Funding Impact	Costs funded with 2009 Measure A economic development funds.	
Operating Budget Impact	N/A; state highway operations are the responsibility of Caltrans.	

VARIOUS WESTERN COUNTY HIGHWAY PROJECTS (P003005, P003017, P003023, P003037, P003056, P003057, P005136, P223999, P613999, P615133, P622402, P623994, P623999, P683045 & P735000)

Provide funding and support to various Western County highway projects, including the I-15 smart corridor; SR-91 HOV lanes from Adams Street to the 60/91/215 interchange, the 60/215 East Junction HOV lane connectors; and Temecula I-15 Auxiliary Lane project.

FY 2025/26 Cost	\$ 155,000	Engineering
	\$ 4,883,700	Construction
	\$ 10,000	Right of way
	\$ 7,787,900	Other project-related costs
Funding Impact	Costs funded using primarily 1989 and 2009 Measure A highway funds.	
Operating Budget Impact	N/A; federal highway operations are the responsibility of Caltrans.	

VARIOUS WESTERN COUNTY MEASURE A AND TUMF REGIONAL ARTERIAL PROJECTS (P005104, P005116, P005137, P005139, P005140, P005141, P005142, P005143, P005144, P005145, P005200, P005213, P005214, P005215, P005216, P005217, P005218, P005219, P005220, P005221, P005222, P005223, P005224, P005225 P663041, P663042, 665140, 665142 & P725000)

Provide Western County Measure A and TUMF funding and support through the Planning and Programming Department for the engineering, right of way, and construction activities related to various Western County Measure A and TUMF regional arterial projects approved by the Commission.

FY 2025/26 Cost	\$ 10,220,000	Engineering
	\$ 133,104,700	Construction
	\$ 10,179,000	Right of way
	\$ 904,000	Other project-related costs
Funding Impact	Costs funded using TUMF regional arterial and 2009 Measure A regional arterial funds with various local jurisdictions as lead agency for their respective projects.	
Operating Budget Impact	N/A; regional arterial operations are the responsibility of the local jurisdictions.	

RAIL PROJECTS

RIVERSIDE-DOWNTOWN STATION IMPROVEMENTS & GRADE CROSSING PROJECTS (P003838 & P004027)

Continue PS&E design for updating the existing at-grade crossing to address concerns raised by Public Utility Commission (PUC) and bring the crossings up to current Metrolink standards.

FY 2025/26 Cost	\$ 200,000	Engineering
	\$ 1,400,000	Construction
	\$ 134,800	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant funds.	
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.	

MEAD VALLEY STATION (P003839)

Commence PS&E design for a new commuter rail station located on Commission owned property which will include two passenger loading platforms, realigned station track, at-grade pedestrian crossing to the second platform, provide necessary signalization for the pedestrian crossing, parking lot, bus drop off loop, shade canopies, and ticket vending machines. The proposed passenger loading platform will be designed and constructed with all necessary platform amenities including lighting, canopies, benches, trash cans, signage and changeable message signs. The conceptual design and environmental clearance were completed as part of the Perris Valley line project. The total project cost is estimated at \$51 million.

FY 2025/26 Cost	\$ 4,403,000	Engineering
	\$ 129,000	Right of way
	\$ 319,700	Other project-related costs
Funding Impact	Costs funded using 2009 Measure A Western County rail and State Transit Assistance funds.	
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.	

SOUTH PERRIS STATION AND LAYOVER EXPANSION PROJECT (P003837)

Commence construction of the project to add an additional platform, second station track, fourth layover track, and a new signal system. The total project costs is estimated at \$40 million.

FY 2025/26 Cost	\$	242,300	Engineering
	\$	14,520,000	Construction
	\$	324,800	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307, SB 125 TIRCP grant funds, and State Transit Assistance funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

PERRIS VALLEY LINE DOUBLE TRACK - MORENO VALLEY TO PERRIS PROJECT (P003836)

Continue engineering and design to rehabilitate and replace an existing second track for 6.7 miles and add a new signal system. Engineering is anticipated to be completed by late 2025. The total project cost is estimated at \$80 million.

FY 2025/26 Cost	\$	2,044,200	Engineering
	\$	175,000	Construction
	\$	91,000	Right of way
	\$	313,100	Other project-related costs
Funding Impact	Costs funded using FTA Section 5307 grant and State Transit Assistance funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

STATION REHABILITATION AND SECURITY (P004011)

Provide funding and support for station upgrades, improvements to reduce operating costs and security at the Riverside Downtown, Riverside – La Sierra, Corona – North Main, West Corona, Moreno Valley – March Field, and Perris - South stations. Improvements include solar panel installation, parking lot repaving and restriping, elevator modernization, high-definition camera replacement, fencing, ATP passenger access, passenger amenities, signage, station painting, and walk-way improvements. This is an ongoing project.

FY 2025/26 Cost	\$	3,275,000	Property improvements (capital outlay)
	\$	30,500	Other project-related costs
Funding Impact	Costs funded using FTA, Mobile Source Air Pollution Reduction Review Committee, LCTOP, SB 1, and 2009 Measure A Western County rail funds.		
Operating Budget Impact	Operations will be the responsibility of the Commission and are funded using 2009 Measure A Western County rail funds.		

VARIOUS WESTERN COUNTY RAIL PROJECTS (P003840, P004026, P652402, P654199 & P654301)

Provide Measure A funding and support for right of way activities related to various rail projects.

FY 2025/26 Cost	\$	257,000	Right of way
	\$	5,374,400	Other project-related costs
Funding Impact	Costs funded using 2009 Measure A Western County rail funds.		
Operating Budget Impact	N/A; these rail projects may be improvements beyond the rail station boundaries that benefit local jurisdictions that are responsible for operations in those areas.		

LOCAL STREETS AND ROADS

WESTERN COUNTY AREA

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

FY 2025/26 Cost	\$	841,000	Banning
		885,000	Beaumont
		304,000	Calimesa
		265,000	Canyon Lake
		5,460,000	Corona
		3,370,000	Eastvale
		2,572,000	Hemet
		3,113,000	Jurupa Valley
		2,117,000	Lake Elsinore
		3,117,000	Menifee
		5,967,000	Moreno Valley
		3,329,000	Murrieta
		897,000	Norco
		2,701,000	Perris
		10,072,000	Riverside
		1,394,000	San Jacinto
		3,944,000	Temecula
		939,000	Wildomar
		8,782,000	Riverside County
		1,328,000	WRCOG (60% of Beaumont's share)
		<u>61,397,000</u>	Total Western County
		(127,600)	Less: Allocation of administrative costs
	\$	<u><u>61,269,400</u></u>	Total Western County, net

Funding Impact All costs distributed in accordance with 2009 Measure A local streets and roads funds.

Operating Budget Impact N/A; local streets and roads operations are the responsibility of the local jurisdiction.

COACHELLA VALLEY AREA

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

FY 2025/26 Cost	\$	1,747,000	Cathedral City
		740,000	Coachella
		587,000	Desert Hot Springs
		315,000	Indian Wells
		2,481,000	Indio
		1,773,000	La Quinta
		3,129,000	Palm Desert
		2,776,000	Palm Springs
		1,067,000	Rancho Mirage
		2,334,000	Riverside County
		<u>16,949,000</u>	Total Coachella Valley
		(127,600)	Less: Allocation of administrative costs
	\$	<u><u>16,821,400</u></u>	Total Coachella Valley, net

Funding Impact All costs distributed in accordance with 2009 Measure A local streets and roads funds.

Operating Budget Impact N/A; local streets and roads operations are the responsibility of the local jurisdiction.

PALO VERDE VALLEY AREA

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

FY 2025/26 Cost	\$	711,000	Blythe
		189,000	Riverside County
		<u>900,000</u>	Total Palo Verde Valley
		(98,900)	Less: Allocation of administrative costs
	\$	<u><u>801,100</u></u>	Total Palo Verde Valley, net

Funding Impact All costs distributed in accordance with 2009 Measure A local streets and roads funds.

Operating Budget Impact N/A; local streets and roads operations are the responsibility of the local jurisdiction.

SECTION 3.4

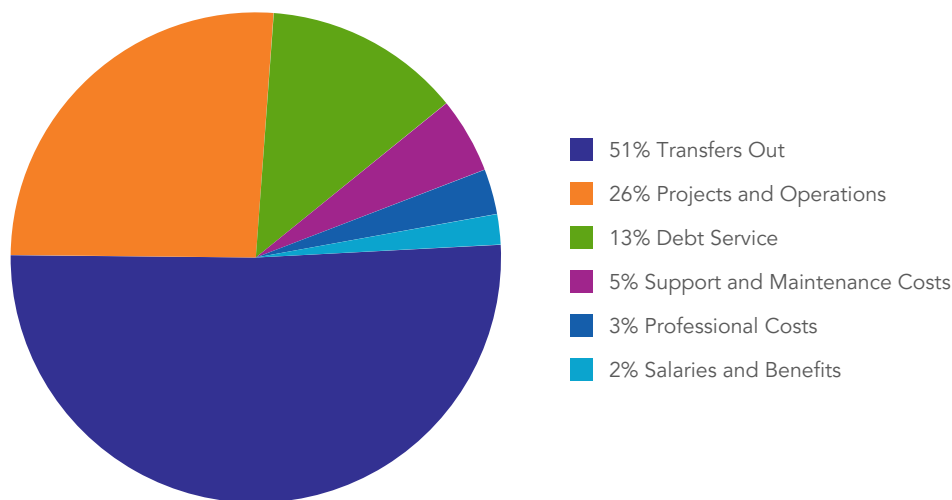
Toll Operations

TOLL OPERATIONS

MISSION STATEMENT:

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

CHART 42 – TOLL OPERATIONS



EXPENDITURES

Toll operations expenses of \$214,950,600 represent the ninth year of operating expenses and debt service for the RCTC 91 Express Lanes and the fifth year of operating expenses and debt service for the 15 Express Lanes. (Table 55).

Approximately 37% of the expenses and other uses are comprised of operations, maintenance, and support costs, when excluding debt service and transfers out. Salaries and benefits reflect an increase of 50% due to a net change in FTE allocations and a 4% pool for performance merit-based salary increases. Professional costs of \$6,785,100 consist of toll services consultants, traffic and revenue consultants, financial advisors, general and specialized legal counsel, audit and financial services, and rating agency servicing fees. Support and maintenance costs of \$11,272,800 include road and systems maintenance, insurance, credit card processing fees, violations enforcement, transponder costs, marketing, lease, travel, and other support costs. Program operations costs of \$26,766,700 primarily includes the Commission's share of the toll contractor cost to operate the 91 Express Lanes, toll services provider cost for the 15 Express, and FSP services. Engineering costs of \$10,841,200, construction costs of \$4,254,500, and design-build costs of \$12,439,000 are related to the 15 Express Lanes Project - Southern Extension, 15/91 Express Lanes Transit Connector, Eastbound 91 Corridor Operations Project, and the 91 Repair and Rehabilitation projects. Capital outlay of \$1,550,000 consists of office improvements.

Debt service of \$27,736,000 is related to principal and interest payments for the 2013 Capital Appreciation Bonds and 2021 Toll Refunding Bonds on the RCTC 91 Express Lanes.

Transfers out relate to \$105,000,000 of toll operations surplus revenues to fund the scheduled repayment of Measure A sales tax funds for the TIFIA Loan pay off, surplus funding for capital projects and repair and rehabilitation, and \$3,613,500 for the administrative cost allocation.

TABLE 55 – TOLL OPERATIONS USES DETAIL

	FY 23/24 Actual	FY 24/25 Revised Budget	FY 24/25 Projected	FY 25/26 Budget	Dollar Change	Percent Change
Salaries and Benefits	\$ 1,757,900	\$ 2,414,600	\$ 2,019,600	\$ 3,613,800	\$ 1,199,200	50%
Professional Costs						
Legal Services	60,000	550,000	163,600	1,199,000	649,000	118%
Audit Services	62,400	70,200	79,800	71,000	800	1%
Financial Advisory	79,300	167,000	195,600	420,000	253,000	151%
Professional Services - General	1,138,800	1,869,400	1,369,900	5,095,100	3,225,700	173%
Total Professional Costs	1,340,500	2,656,600	1,808,900	6,785,100	4,128,500	155%
Support and Maintenance Costs	8,000,100	10,164,300	8,403,800	11,272,800	1,108,500	11%
Projects and Operations						
Program Operations	16,026,300	19,521,600	15,424,800	26,766,700	7,245,100	37%
Engineering	–	1,000,000	325,600	10,841,200	9,841,200	984%
Construction	3,090,700	6,007,100	3,436,400	4,254,500	(1,752,600)	-29%
Right of way	–	–	–	270,000	270,000	N/A
Design Build	1,529,900	–	80,000	12,439,000	12,439,000	N/A
Special Studies	–	110,000	110,000	808,000	698,000	635%
Total Projects and Operations	20,646,900	26,638,700	19,376,800	55,379,400	28,740,700	108%
Capital Outlay	52,700	368,000	86,000	1,550,000	1,182,000	321%
Debt Service	22,201,000	203,528,500	203,515,100	27,736,000	(175,792,500)	-86%
Transfers Out	33,916,000	9,735,300	7,987,800	108,613,500	98,878,200	1016%
TOTAL Toll Operations	\$ 87,915,100	\$ 255,506,000	\$ 243,198,000	\$ 214,950,600	\$ (40,555,400)	-16%

TOLL OPERATIONS STAFFING SUMMARY

Position	FY 23/24 Actual	FY 24/25 Projected	FY 25/26 Budget
Accountant	1.00	1.00	1.00
Accounting Supervisor	0.27	0.00	0.00
Capital Project Manager	0.00	0.00	0.80
Chief Financial Officer	0.21	0.15	0.35
Deputy Director of Finance	0.02	0.02	0.02
Deputy Director of Administrative Services	0.00	0.00	0.32
Deputy Executive Director	0.00	0.11	0.15
Executive Director	0.04	0.04	0.10
External Affairs Director	0.00	0.00	0.03
Facilities Administrator	0.01	0.06	0.00
Legislative Affairs Manager	0.00	0.00	0.03
Planning and Programming Director	0.00	0.00	0.04
Planning and Programming Manager	0.00	0.00	0.07
Procurement Analyst	0.04	0.09	0.08
Procurement Manager	0.03	0.14	0.11
Public Affairs Manager	0.01	0.03	0.09
Right of Way Manager	0.00	0.00	0.05
Senior Administrative Assistant	0.01	0.01	0.00
Senior Capital Project Manager	0.17	0.20	1.00
Senior Financial Analyst	0.00	0.00	0.00
Senior Management Analyst	2.00	2.05	2.19
Senior Procurement Analyst	0.02	0.09	0.23
Toll Customer Service Manager	1.00	1.00	1.00
Toll Finance Manager	0.00	1.00	1.00
Toll Operations Director	0.94	0.90	0.95
Toll Project Delivery Director	0.12	0.20	0.66
Toll Systems Engineer	0.91	1.00	0.98
Toll Technology Manager	0.89	0.93	0.95
FTE	7.69	9.02	12.20

DEPARTMENT OVERVIEW

EXPRESS LANES PLANNING HISTORY

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

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

EXPRESS LANES OPERATIONS

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

The Toll Operations Department is responsible for complying with Commission adopted toll policies and recommending changes to those policies.

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

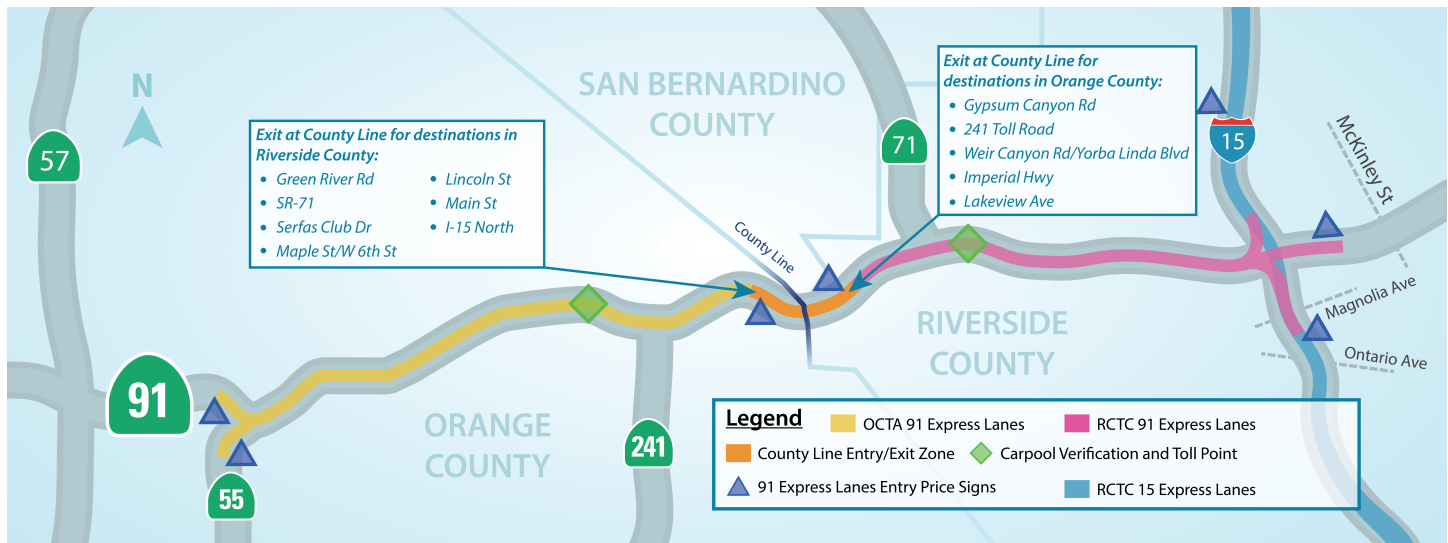
Toll Operations manages the operations and maintenance activities for the new Regional Operations Center and the Facilities and Maintenance Building in Corona, as the the Commission purchased these facilities for express lanes operations.

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

RCTC 91 EXPRESS LANES

In March 2025, the Commission completed its eighth full year of operation of the RCTC 91 Express Lanes. The completed 91 Project connects the OCTA 91 Express Lanes with the RCTC 91 Express Lanes using a two-mile long mixing area, allowing vehicles to use either or both sections of the 91 Express Lanes (Chart 43). The RCTC 91 Express Lanes continue approximately eight miles to the I-15 interchange in Riverside County. Two-lane (one lane in each direction) direct tolled connectors provide the RCTC 91 Express Lanes with access/egress to I-15 south and north of the SR-91/I-15 interchange. The Commission has the authority to charge tolls on the RCTC 91 Express Lanes for 50 years through March 2067, based on a toll facility agreement between the Commission and Caltrans.

CHART 43 – RCTC 91 EXPRESS LANES



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

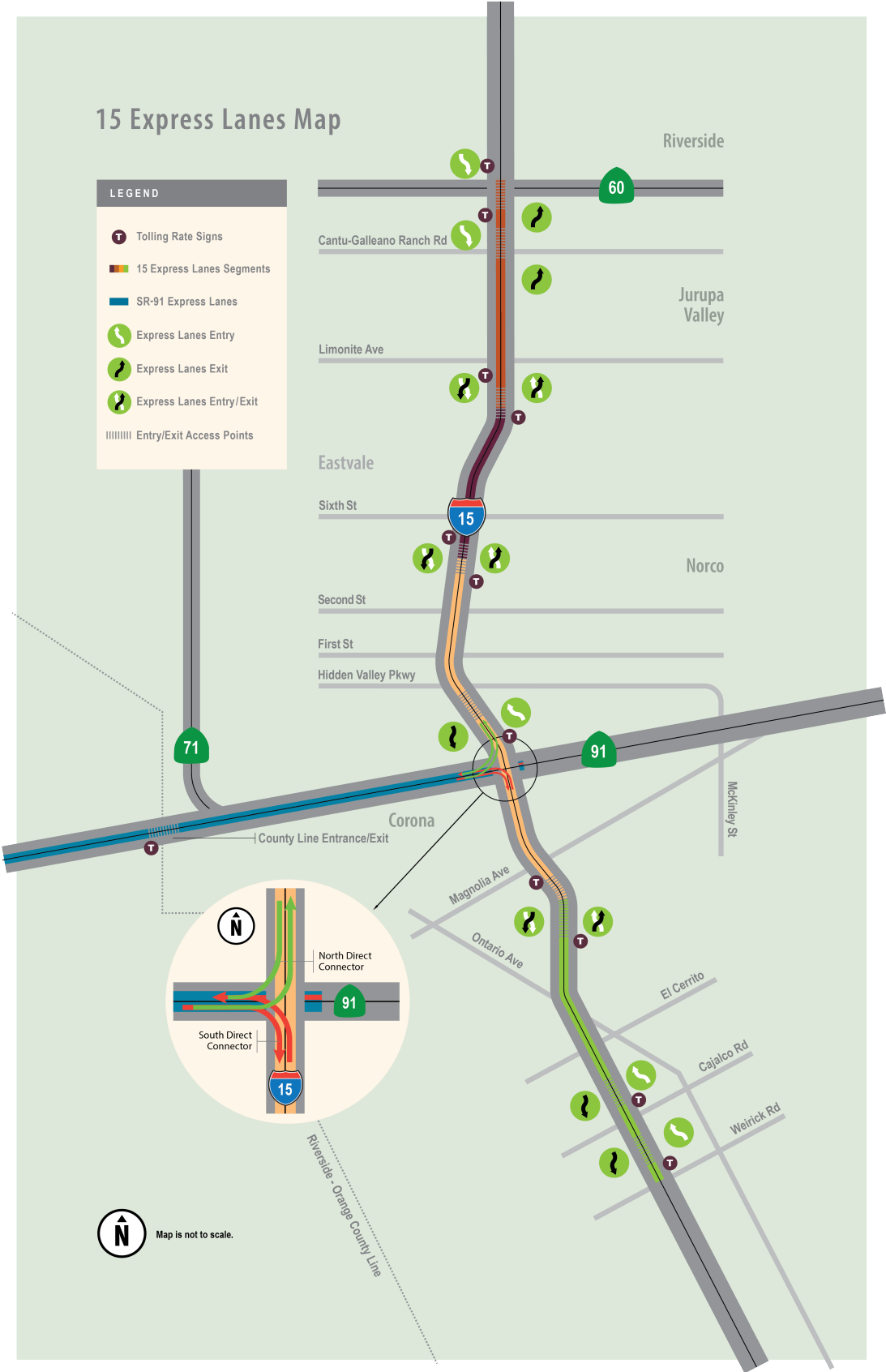
While the Commission and OCTA jointly operate and maintain the 91 Express Lanes, tolls for each of the RCTC 91 Express Lanes and the OCTA 91 Express Lanes are charged independently and reported separately. In connection with a master custodian agreement between the the Commission and OCTA, tolls related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

15 EXPRESS LANES

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

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

CHART 45 – 15 EXPRESS LANES



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

FUTURE EXPRESS LANES FACILITIES

The Commission is in project development for the I-15 Express Lanes – Southern Extension. The proposed project is to add two express lanes in each direction on the I-15 between SR-74 and Cajalco Road. The project proposes to extend express lanes south of the 15 Express Lanes. Public scoping of the project was completed in November 2019, circulation of the draft environmental document in November 2024 and an Environmental Impact Report/Environmental Assessment is the environmental document. The Final Environmental Document is expected to be completed in Fall, 2025. Project development activities began in September 2017 when the Board approved STIP funds for the next phase of project development. Preliminary engineering and environmental studies commenced in May 2019 with execution of a consultant contract. The Toll Project Delivery Department manages the project.

The Commission is jointly developing with OCTA, Caltrans, and the Transportation Corridor Agencies (TCA) the 241/91 Express Lanes Connector. This future facility will provide a direct connection to and from the median of the 91 Express Lanes to the SR-241 toll road. In 2019, the agencies approved a term sheet that set forth key areas of agreement for this facility. Currently, Commission staff is actively involved in the project as part of a multi-agency project development effort led by TCA with a focus on the future operations of the connector. This facility is expected to open in late 2028.

In December 2020, SBCTA received notification of significant SB 1 grant funding that will partially fund additional express lanes on the I-15 corridor from Cantu-Galleano Ranch Road in Riverside County to Foothill Boulevard in San Bernardino County. This project will result in approximately two additional miles of two express lanes in each direction in Riverside County from Cantu-Galleano Ranch Road to the county line with an additional five miles extending into San Bernardino County. This SBCTA-led project will effectively become a northern extension of the Commission's existing 15 Express Lanes. The project began construction in January 2025 and is expected to open in late 2028. The daily operations and maintenance of this northern extension are under discussion with SBCTA.

At its workshop in February 2025, the Commission directed staff to proceed with a Project Study Report - Project Development Support document for Express Lanes on I-10 from SR 60 to SR 111. At the same workshop, the Commission also directed staff to proceed with an update to the Next Generation Toll Feasibility Study to consider potential Express Lanes on SR 91, I-215, and SR 60 in Western Riverside County.

STATE AND REGIONAL TOLL EFFORTS

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

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

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

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

TOLL PROJECTS SUMMARY

The following is a summary of the toll projects included in the FY 2025/26 budget with costs generally categorized by engineering, right of way, construction, and design-build phases in addition to other project-related costs such as salaries and benefits, Bechtel project management, and legal fees.

RCTC 91 EXPRESS LANES ROADSIDE AND SYSTEM REPAIR AND REHABILITATION (P009103, P009104 & P009106)

The Commission will perform work related to the occupancy detection system and pavement slab replacement. In February 2025 the Commission approved a contract to prepare a Project Study Report - Project Development Support document for the replacement of the pavement in the 91 Express Lanes. This is the first phase in the project development process targeting completion by 2035 or when sufficient funding is available.

FY 2025/26 Cost	\$	1,416,200	Engineering
		3,849,500	Construction
		440,000	Design-build
		3,213,300	Other project-related costs
Funding Impact	Costs funded with RCTC 91 Express Lanes repair and rehabilitation funds.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the RCTC 91 Express Lanes.		

RCTC 91 EXPRESS LANES EASTBOUND CORRIDOR OPERATIONS PROJECT (P913055)

Continue project development for an eastbound operational lane on SR-91 from SR-241 in Orange County to SR-71. This project was previously approved with the 91 Corridor Improvement Project Environmental Impact Report/Environmental Impact Study (EIR/EIS) as a future phase. Environmental revalidation is expected to be completed and the Plans, Specifications, and Estimate phase is expected to be initiated in FY 2025/26.

FY 2025/26 Cost	\$	5,506,000	Engineering
		250,000	Right of way
		387,800	Other project-related costs
Funding Impact	Costs funded with RCTC 91 Express Lanes surplus toll revenues.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the RCTC 91 Express Lanes.		

15/91 EXPRESS TRANSIT CONNECTOR (P912332)

This project proposes to add direct access ramps from the 91 Express Lanes for transit and HOV access to the North Main Transit Center in Corona. The project is currently in the PSR-PDS phase which is the first phase in the project development process. Depending on funding availability and project approval, the project could be constructed by 2035.

FY 2025/26 Cost	\$	2,269,000	Engineering
		889,500	Other project-related costs
Funding Impact	Costs funded with RCTC 91 Express Lanes surplus toll revenues.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the RCTC 91 Express Lanes.		

15/91 EXPRESS LANES CONNECTOR (P913039)

Project development activities began in May 2017, and lanes were opened to traffic in November 2023. The estimated total project cost is \$270 million. Plant establish work will continue in FY 2025/26.

FY 2025/26 Cost	\$	5,000	Construction
		20,000	Right of way
		220,000	Design-build
		89,900	Other project-related costs
Funding Impact	Costs funded primarily by state SB 132 funds with RCTC 91 Express Lanes surplus toll revenues for the balance.		
Operating Budget Impact	Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission. Such costs will be paid from the collection of 15 Express Lanes toll revenues.		

15 EXPRESS LANES SOUTHERN EXTENSION (P153044)

The proposed project is to add two express lanes in each direction on the I-15 between SR-74 and Cajalco Road. The project proposes to extend express lanes south of the RCTC 15 Express Lanes. Project development activities began in September 2017 when the Board approved STIP funds for the next phase of project development. Public scoping of the project was completed in November 2019 and an EIR/EA is the expected environmental document. The draft environmental document was circulated for public review in October/November 2024. Environmental studies efforts are expected to be completed in FY 2025/26. The Commission is currently proceeding with a progressive design-build (PDB) delivery for the project. The Commission expects to procure the PDB contractor in FY 2025/26.

FY 2025/26 Cost	\$	1,650,000	Engineering
		400,000	Construction
		11,779,000	Design-build
		3,160,800	Other project-related costs
Funding Impact	All project development costs funded by federal CMAQ, Measure A highway and 15 Express Lanes surplus funds. Federal CMAQ funds subsequently replaced STIP funds.		
Operating Budget Impact	Development of future tolled express lanes can be funded by federal and state sources, in addition to toll revenue surplus and Measure A highway funds. Operation and maintenance of future tolled express lanes facilities are the responsibility of the Commission, while all other federal and state highway operations are the responsibility of Caltrans. Commission costs will be paid from the collection of toll revenues.		

15 EXPRESS LANES SYSTEM REPAIR AND REHABILITATION (P001504)

The Commission has not planned repair and rehabilitation work, but has budgeted \$800k for unplanned toll system and facility needs.

FY 2025/26 Cost	\$	800,000	Toll services
Funding Impact	Costs funded with RCTC 15 Express Lanes repair and rehabilitation funds.		
Operating Budget Impact	Daily operations and maintenance are the responsibility of the 15 Express Lanes.		

RCTC 91 EXPRESS LANES AND 15 EXPRESS LANES PROJECTED CASH FLOWS

The Commission pledged toll revenues as security for the toll-supported debt for the RCTC 91 Express Lanes and 15 Express Lanes. Information regarding toll debt is included in Section 2 – Fund Budgets - Enterprise Fund discussion.

For FY 2025/26, the Commission will deposit approximately \$20 million, to the extent available, to the RCTC 91 Express Lanes repair and rehabilitation fund. Toll Operations expenditures for both the 91 and 15 Express Lanes include \$9.7 million for major repair and rehabilitation expenses permitted under the master indenture.

The projected cash flows for the RCTC 91 Express Lanes and the 15 Express Lanes for the year ending June 30, 2026 are presented in Table 56. The cash balances at June 30, 2026 include surplus toll revenues.

TABLE 56 – RCTC 91 EXPRESS LANES AND 15 EXPRESS LANES PROJECTED CASH FLOWS FY 2025/26

	RCTC 91 Express Lanes	15 Express Lanes
Operating cash balance at July 1, 2025, as projected	\$ 70,500,800	\$ 56,324,000
Cash flows from operating activities:		
Sources of operating funds:		
Toll revenue	85,185,000	44,195,000
Non-toll revenue	9,566,000	8,911,700
Reimbursements	–	106,300
Interest on investments	3,899,500	715,400
Total sources of operating funds	98,650,500	53,928,400
Uses of operating funds:		
Salaries and benefits	(1,300,100)	(1,037,700)
Professional costs	(1,084,400)	(811,000)
Support and maintenance costs	(7,340,500)	(3,907,800)
Projects and operations	(16,902,200)	(7,005,500)
Capital outlay	(800,000)	(750,000)
Administrative allocation to General fund	(1,898,700)	(1,714,800)
Total uses of operating funds	(29,325,900)	(15,226,800)
Cash flows from sources (uses) of capital and related financing activities:		
Interest paid on 2013 Toll Bonds and 2021 Toll Refunding Bonds	(22,201,000)	–
Principal paid on 2013 Toll Bonds capital appreciation bonds	(4,875,000)	–
Interest paid on 15 TIFIA pay off interfund loan	–	(660,000)
Principal paid on 15 TIFIA pay off interfund loan	–	(31,000,000)
Repair and rehabilitation transfer	(20,000,000)	–
Net sources (uses) of capital and related financing activities	(47,076,000)	(31,660,000)
Surplus toll revenue transfer ¹	(50,000,000)	(4,000,000)
Operating cash balance at June 30, 2026, as projected	\$ 42,749,400	\$ 59,365,600
Repair and rehabilitation cash balance at July 1, 2025, as projected	\$ 34,967,700	\$ 22,283,900
Cash flows from sources (uses) of repair and rehabilitation:		
Repair and rehabilitation transfer	20,000,000	–
Repair and rehabilitation costs	(8,919,000)	(800,000)
Net sources (uses) of repair and rehabilitation	11,081,000	(800,000)
Repair and rehabilitation cash balance at June 30, 2026, as projected	\$ 46,048,700	\$ 21,483,900
Surplus cash balance at July 1, 2025, as projected	\$ 61,094,200	\$ –
Cash flows from sources (uses) of surplus funds:		
Surplus toll revenue transfer	50,000,000	4,000,000
15/91 Express Lanes Connector	(334,900)	–
91 Corridor Operations Project	–	–
91/241 Connector agreement development	(112,000)	–
91 Express Lanes eastbound Lane to McKinley Avenue	7,300,000	–
91 Eastbound Corridor Operations Project	(671,800)	–
91 Express Lanes Transit Connector	(2,920,000)	–
91 Improvements east of I-15	(224,400)	–
91 Feasibility	(750,000)	–
15 Express Lanes Southern Extension	–	(3,560,800)
Net sources (use) of surplus funds	52,286,900	439,200
Surplus cash balance at June 30, 2026, as projected	\$ 113,381,100	\$ 439,200

¹Surplus toll revenue transfer is based on prior fiscal year estimated excess toll revenue.

DEPARTMENT GOALS

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

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

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

ID	Toll Operations Performance Measures and Results	FY 23/24 Estimated	FY 23/24 Actual	FY 24/25 Estimated	FY 24/25 Estimated Actual	FY 25/26 Projected
TO1	Toll transactions					
	RCTC 91 Express Lanes	15,054,300	18,996,000	14,420,500	20,744,700	20,783,700
	15 Express Lanes	28,085,500	29,718,900	26,417,900	33,790,500	33,831,100
TO1	Toll revenues					
	RCTC 91 Express Lanes	\$ 76,475,700	\$ 82,877,006	\$ 73,256,000	\$ 90,189,900	\$ 85,185,000
	15 Express Lanes	\$ 32,860,000	\$ 34,784,867	\$ 30,909,000	\$ 44,141,900	\$ 44,195,000
TO1	Non-toll revenues, excluding investment income					
	RCTC 91 Express Lanes	\$ 7,181,800	\$ 9,043,171	\$ 7,438,000	\$ 9,558,400	\$ 9,566,000
	15 Express Lanes	\$ 8,377,400	\$ 8,333,382	\$ 7,770,000	\$ 8,886,500	\$ 8,911,700

SECTION 4

Appendices

APPENDIX A — GLOSSARY OF ACRONYMS

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

Gann	– Gann Initiative approved by California voters in 1979
GASB	– Governmental Accounting Standards Board
GFOA	– Government Finance Officers Association
GHG	– Greenhouse Gas
HCP	– Habitat Conservation Plans
HIP	– Highway Infrastructure Program
HOV	– High Occupancy Vehicle (Carpool Lane)
HSIPR	– High Speed Intercity Passenger Rail
I	– Interstate
ICT	– Innovative Clean Transit
IE Commuter	– Inland Empire Commuter rideshare system
IE CMCP	– Inland Empire Comprehensive Multimodal Corridor Plan
Inland Empire	– Region covering Riverside and San Bernardino counties
LCTOP	– Low Carbon Transit Operations Programs
LDMF	– Local Development Mitigation Fee
LOSSAN	– Los Angeles-San Diego-San Luis Obispo, a rail corridor
LPP	– Local Partnership Program, an SB 1 funding category
LRTS	– Long Range Transportation Study
LTF	– Local Transportation Fund
MAAC	– Member Agency Advisory Committee
MARA	– 2009 Measure A Regional Arterial funding for Western County
MCP	– Mid County Parkway
Measure K	– Increase of sales tax revenue bonds debt limit to \$975 million approved by voters in November 2010
Metrolink	– Operating Name for SCRRA (see SCRRA)
MOE	– Maintenance of Effort
MOU	– Memorandum of Understanding
MPO	– Metropolitan Planning Organization
MSHCP	– Multiple Species Habitat Conservation Plan
NEPA	– National Environmental Policy Act
OCTA	– Orange County Transportation Authority
PPM	– Planning, Programming, and Monitoring
PSE	– Plans, Specs, and Estimates
PVL	– Perris Valley Line Metrolink Extension Project
RCA	– Western Riverside County Regional Conservation Authority
PVUTA	– Palo Verde Valley Transit Agency
RCTC	– Riverside County Transportation Commission
RCTC 91 Express Lanes	– Express lanes on SR-91 from the Orange County line to I-15 owned and operated by the Commission
RDOCC	– Riverside Downtown Operations Control Center
REAP 2.0	– Regional Early Action Plan 2.0
RIP	– Regional Improvement Program
RTA	– Riverside Transit Agency
RTP	– Regional Transportation Plan
RTPA	– Regional Transportation Planning Agencies
RZEDBs	– Recovery Zone Economic Development Bonds
S&P	– Standard & Poor's Rating Service
SAFE	– Service Authority for Freeway Emergencies
Sales tax	– Reference including transaction and use tax such as Measure A
SB	– Senate Bill

SB 1	– Road and Repair Accountability Act of 2017, state legislation that increased state gas tax for transportation purposes and was signed by the Governor in April 2017
SB 125	– Chapter 54, Statutes of 2023, guides the distribution of \$4 billion in General Fund through the TIRCP on a population-based formula to regional transportation planning agencies to fund transit operations or capital improvements. The transportation budget trailer bill also establishes the \$1.1 billion ZETCP to be allocated to regional transportation planning agencies on a population-based formula and another formula based on revenues to fund zero-emission transit equipment and operations.
SB 132	– State appropriation approved in April 2017 that provides \$427 million in funding for five Riverside County Transportation Efficiency Corridor projects
SB 743	– State legislation that created a process that changes how transportation impacts are analyzed under CEQA
SB 821	– State legislation that provides funding for bicycle and pedestrian projects through the TDA
SBCTA	– San Bernardino County Transportation Authority
SBE	– Small Business Enterprise
SCAG	– Southern California Association of Governments
SCCP	– Solutions for Congested Corridors Program
SCRRA	– Southern California Regional Rail Authority
SCS	– Sustainable Communities Strategy
SDP	– Service Development Plan
SGR	– State of Good Repair (SB 1 Program)
SHOPP	– State Highway Operations and Protection Program
SJBL	– San Jacinto Branch Line
SOV	– Single Occupant Vehicle
SR	– State Route
SRTP	– Short Range Transit Plan
STA	– State Transit Assistance
State	– State of California
STBG	– Surface Transportation Block Grant
STIP	– State Transportation Improvement Program
SunLine	– SunLine Transit Agency
TAP	– Transportation Alternatives Program
TCA	– Transportation Corridor Agencies
TCEP	– Trade Corridor Enhancement Program
TDA	– Transportation Development Act
TDM	– Transportation Demand Management
TEA	– Telework Employer Assistance Program
TIFIA	– Transportation Infrastructure Finance and Innovation Act
TIP	– Transportation Improvement Plan
TIRCP	– Transit and Intercity Capital Program
TOD	– Transit-Oriented Development
TUMF	– Transportation/Traffic Uniform Mitigation Fee (Western County/Coachella Valley)
U.S. DOT	– United States Department of Transportation
UAL	– Unfunded Actuarial Liability
UCR	– University of California at Riverside
VanClub	– RCTC's vanpool subsidy program
Western County	– Western area of Riverside County
WRCOG	– Western Riverside Council of Governments
ZEB	– Zero-Emission Bus
ZETCP	– Zero-Emission Transit Capital Program
15 COP	– 15 Corridor Operations Project

15 Express Lanes	– Express lanes on I-15 in Riverside County from SR-60 to Cajalco Road in Corona owned and operated by the Commission; also referred to as Riverside Express
91 COP	– 91 Corridor Operations Project
91 Express Lanes	– Tolled express lanes on SR-91 in Orange County operated by OCTA (OCTA 91 Express Lanes) and in Riverside County by the Commission (RCTC 91 Express Lanes)
91 Project	– SR-91 corridor improvement project consisting of two tolled express lanes in each direction of SR-91 between the Orange County line and I-15, the addition of a general purpose lane between SR-71 and I-15, and other improvements
1989 Measure A	– Original 1/2 cent transportation sales tax measure approved by voters in November 1988 that expired in June 2009
2009 Measure A	– Extension of sales tax measure approved by voters in November 2002 which became effective upon expiration of original sales tax measure on July 1, 2009 for a 30-year period
2010B Bonds	– Sales Tax Revenue Bonds, Series B Taxable issued in November 2010
2013 Sales Tax Bonds	– Sales Tax Revenue Bonds issued in July 2013 for the 91 Project
2013 TIFIA Loan	– TIFIA Loan executed in July 2013 for the 91 Project
2013 Toll Bonds	– Toll Revenue Bonds issued in July 2013 for the 91 Project as two series (current interest bonds and capital appreciation bonds)
2016 Refunding Bonds	– Sales Tax Revenue Refunding Bonds issued in September 2016 to refund the Series A portion of bonds issued in 2009
2017 TIFIA Loan	– TIFIA Loan executed in July 2017 for the I-15 Express Lanes project
2017A Bonds	– Sales Tax Revenue Bonds issued in July 2017 for the I-15 Express Lanes project and completion of the 91 Project
2017B Refunding Bonds	– Sales Tax Revenue Refunding Bonds issued in December 2017 to refund all of the outstanding 2010A Bonds and a portion of the 2013 Sales Tax Bonds
2018 Refunding Bonds	– Sales Tax Revenue Refunding Bonds issued in April 2018 to refund all of the Series B and Series C bonds issued in 2009
2021 Toll Refunding Bonds	– RCTC 91 Express Lanes senior and second lien toll revenue bonds approved by the Commission in March 2020 to refund 2013 Toll Bonds (current interest bonds) and 2013 TIFIA Loan; the marketing and sale of the bonds was suspended due to the COVID-19 crisis and related market disruption but is anticipated to be completed in fall 202

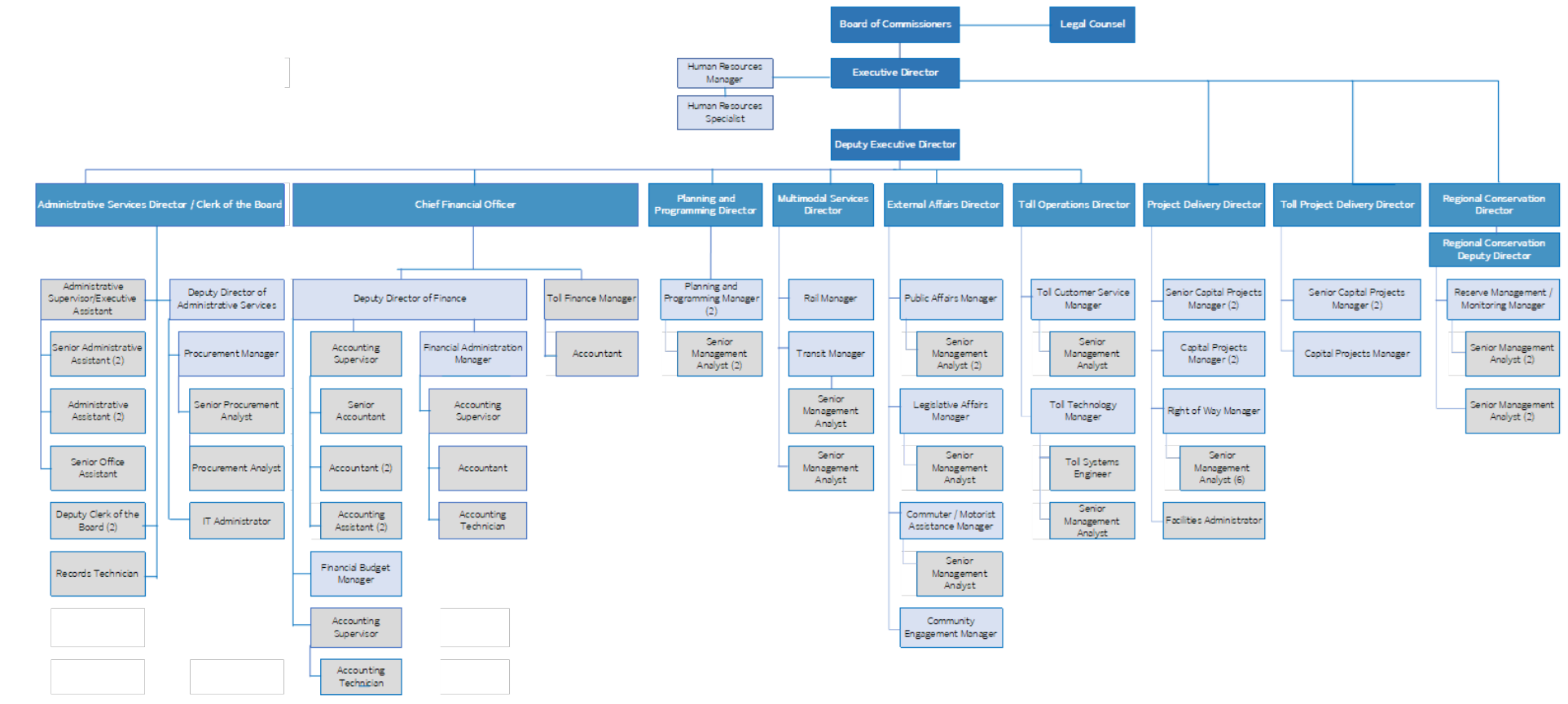
APPENDIX B – SALARY SCHEDULE EFFECTIVE 7/10/2025

Department	FTE	Range No.	Monthly Minimum	Monthly Maximum	Exempt/ Non-Exempt
ADMINISTRATION					
Administrative Assistant	1	17	\$ 5,045	\$ 6,811	NE
Administrative Services Director/Clerk of the Board	1	63	\$ 15,711	\$ 21,210	E
Administrative Supervisor/Executive Assistant	1	33	\$ 7,490	\$ 10,112	NE
Deputy Clerk of the Board	1	33	\$ 7,490	\$ 10,112	NE
Deputy Director of Administrative Services	1	57	\$ 13,547	\$ 18,289	E
Human Resources Specialist	1	28	\$ 6,620	\$ 8,937	NE
Human Resources Manager	1	53	\$ 12,273	\$ 16,569	E
IT Administrator	1	45	\$ 10,073	\$ 13,599	E
Procurement Analyst	1	35	\$ 7,869	\$ 10,623	E
Procurement Manager	1	53	\$ 12,273	\$ 16,569	E
Records Technician	1	17	\$ 5,045	\$ 6,811	NE
Senior Administrative Assistant	2	25	\$ 6,147	\$ 8,299	NE
Senior Office Assistant	1	13	\$ 4,571	\$ 6,171	NE
Senior Procurement Analyst	1	43	\$ 9,588	\$ 12,944	E
Administration Subtotal	15				
CAPITAL PROJECT DEVELOPMENT AND DELIVERY					
Capital Projects Manager	2	55	\$ 12,895	\$ 17,408	E
Facilities Administrator	1	45	\$ 10,073	\$ 13,599	E
Project Delivery Director	1	71	\$ 19,142	\$ 25,842	E
Right of Way Manager	1	57	\$ 13,547	\$ 18,289	E
Senior Capital Projects Manager	2	65	\$ 16,506	\$ 22,283	E
Senior Management Analyst	3	43	\$ 9,588	\$ 12,944	E
Capital Project Development and Delivery Subtotal	10				
EXECUTIVE MANAGEMENT					
Deputy Executive Director	1	75	\$ 21,129	\$ 28,525	E
Executive Director	1	83	\$ 25,744	\$ 34,754	E
Executive Management Subtotal	2				
FINANCE					
Accountant	4	35	\$ 7,869	\$ 10,623	E
Accounting Assistant	2	17	\$ 5,045	\$ 6,811	NE
Accounting Supervisor	3	45	\$ 10,073	\$ 13,599	E
Accounting Technician	2	25	\$ 6,147	\$ 8,299	NE
Chief Financial Officer	1	67	\$ 17,342	\$ 23,411	E
Deputy Director of Finance	1	57	\$ 13,547	\$ 18,289	E
Financial Administration Manager	1	53	\$ 12,273	\$ 16,569	E
Financial Budget Manager	1	51	\$ 11,682	\$ 15,770	E
Senior Accountant	1	39	\$ 8,686	\$ 11,726	E
Toll Finance Manager	1	51	\$ 11,682	\$ 15,770	E
Finance Subtotal	17				
EXTERNAL AFFAIRS					
Community Engagement Manager	1	51	\$ 11,682	\$ 15,770	E
Commuter/Motorist Assistance Manager	1	51	\$ 11,682	\$ 15,770	E
External Affairs Director	1	63	\$ 15,711	\$ 21,210	E
Legislative Affairs Manager	1	51	\$ 11,682	\$ 15,770	E
Public Affairs Manager	1	51	\$ 11,682	\$ 15,770	E
Senior Management Analyst	4	43	\$ 9,588	\$ 12,944	E
External Affairs Subtotal	9				

Department	FTE	Range No.	Monthly Minimum	Monthly Maximum	Exempt/ Non-Exempt
MULTIMODAL SERVICES					
Management Analyst	1	35	\$ 7,869	\$ 10,623	E
Multimodal Services Director	1	63	\$ 15,711	\$ 21,210	E
Rail Manager	1	51	\$ 11,682	\$ 15,770	E
Senior Management Analyst	1	43	\$ 9,588	\$ 12,944	E
Transit Manager	1	51	\$ 11,682	\$ 15,770	E
Multimodal Services Subtotal	5				
PLANNING AND PROGRAMMING SERVICES					
Planning and Programming Director	1	63	\$ 15,711	\$ 21,210	E
Planning and Programming Manager	2	51	\$ 11,682	\$ 15,770	E
Senior Management Analyst	2	43	\$ 9,588	\$ 12,944	E
Planning and Programming Services Subtotal	5				
REGIONAL CONSERVATION					
Administrative Assistant	1	17	\$ 5,045	\$ 6,811	NE
Deputy Clerk of the Board	1	33	\$ 7,490	\$ 10,112	NE
Regional Conservation Deputy Director	1	57	\$ 13,547	\$ 18,289	E
Regional Conservation Director	1	67	\$ 17,342	\$ 23,411	E
Reserve Management/Monitoring Manager	1	53	\$ 12,273	\$ 16,569	E
Senior Management Analyst	7	43	\$ 9,588	\$ 12,944	E
Regional Conservation Subtotal	12				
TOLL OPERATIONS AND PROJECT DELIVERY					
Capital Projects Manager	1	55	\$ 12,895	\$ 17,408	E
Senior Capital Projects Manager	2	65	\$ 16,506	\$ 22,283	E
Senior Management Analyst	2	43	\$ 9,588	\$ 12,944	E
Toll Customer Service Manager	1	53	\$ 12,273	\$ 16,569	E
Toll Operations Director	1	67	\$ 17,342	\$ 23,411	E
Toll Project Delivery Director	1	71	\$ 19,142	\$ 25,842	E
Toll Systems Engineer	1	45	\$ 10,073	\$ 13,599	E
Toll Technology Manager	1	53	\$ 12,273	\$ 16,569	E
Toll Operations and Project Delivery Subtotal	10				

Total Authorized Positions	
Administration	15
Capital Project Development and Delivery	10
Executive Management	2
Finance	17
External Affairs	9
Multimodal Services	5
Planning and Programming Services	5
Regional Conservation	12
Toll Operations and Project Delivery	10
Total Authorized Positions	85

APPENDIX B – FY 2025/26 ORGANIZATION CHART





RIVERSIDE
COUNTY
TRANSPORTATION
COMMISSION

**Riverside County
Transportation Commission**

(951) 787-7141 · www.rctc.org
4080 Lemon Street, 3rd Floor
P.O. Box 12008 · Riverside, CA
92502-2208

Effective January 1, 2025, government code section 3502.3 was added to the Meyers-Milias-Brown Act. There is a statewide interest in ensuring that public agency operations are appropriately staffed and that high vacancy rates do not undermine public employee labor relations where applicable. Pursuant to Government Code Section 3502.3, the Commission is required to present during a public hearing before the governing board at least once per fiscal year information on: a status on vacancies, recruitment and retention efforts, and any necessary changes to policies and procedures that may lead to obstacles in our hiring process.

Vacancy Rates:

- There is a total of (84) full-time budgeted positions in FY 2024/25 with currently (4) vacant positions.
 - IT Administrator
 - Accountant- Payroll
 - (2) Sr. Capital Projects Manager
- Commission-wide vacancy rate is approximately: 5%

Currently there is an active recruitment for both the Accountant-Payroll position and (1) Sr. Capital Project Manager in Toll that the commission anticipates filling by end of FY 2024/25.

Recruitment Efforts FY 2024/25:

- There is a total of (84) full-time budgeted positions in FY 2024/25 with (12) recruitments posted during the fiscal year to date.
 - Sr. Procurement Analyst
 - Financial Budget Manager
 - Accounting Supervisor- AR
 - Accounting Supervisor- Regional Conservation
 - Accountant- AR
 - Senior Accountant
 - Facilities Administrator
 - External Affairs Director (external recruiter)
 - Accountant- Payroll
 - Capital Projects Manager/Sr CPM- Toll
 - Regional Conservation Deputy Director
 - Planning & Programming Manager- Federal & State
- A total of (4) of those (12) recruitments were filled through promotion, (5) filled externally, and (3) currently still pending.
- The Commission's average time to fill open positions is 63 days.

The human resources department continuously reviews applicable policies, procedures, and recruitment activities to identify potential barriers in our hiring processes and consider changes in various areas to address these concerns such as staff development for internal opportunities, recruitment timelines and candidate experience, salary and benefits, job descriptions and minimum qualifications, as well as marketing and outreach of our positions.

Retention Efforts FY 2024/25:

- There has been a total of (2) separations fiscal year to date, with (1) of those being a retirement separation.

The commission's retention efforts have focused on a positive work environment, competitive total compensation packages, and opportunities for staff growth. Other retention efforts include a staff led office event planning committee that coordinates office gatherings and community service events for all staff to voluntarily participate (fun club), an annual employee breakfast recognition event, a hybrid 9/80 work schedule, and all-staff voluntary engagement surveys. The commission shall continue to drive excellence in its staff, new hires, and retention efforts to achieve the greater mission to improve mobility for the people of Riverside County.

AGENDA ITEM 7A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

MEETING MINUTES

Wednesday, May 14, 2025

1. CALL TO ORDER

The Riverside County Transportation Commission was called to order by Chair Karen Spiegel at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Commissioners/Alternates Present

Brian Berkson
Ulises Cabrera
Joseph DeConinck***
Waymond Fermon***
Kathleen Fitzpatrick***
Eve Fromberg Edelstein***
Raymond Gregory
Yxstian Gutierrez*
Jan Harnik
Bob Karwin
Linda Krupa**
Clint Lorimore
Bob Magee
Jose Medina
Scott Matas***

Linda Molina
Joseph Morabito
V. Manuel Perez***
Catalino Pining
David Ready***
Wes Speake
Karen Spiegel
James Stewart
Fia Sullivan
Toper Taylor
Valerie Vandever
Michael M. Vargas
Chuck Washington
Cindy Warren
Lloyd White

Commissioners Absent

Chuck Conder
Denise Delgado
Sheri Flynn
Jeremy Smith

*Joined after the meeting was called to order.

**Joined the meeting at French Valley.

***Joined the meeting at Palm Desert.

Chair Spiegel reminded everyone that they are in Military Appreciation Month and May 17 is Armed Forces Day.

3. PLEDGE OF ALLEGIANCE

Commissioner Chuck Washington led the Commission in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS / REVISIONS

There were no additions or revisions to the agenda.

At this time, Commissioner Yxstian Gutierrez joined the meeting.

6. PUBLIC HEARING – PROPOSED BUDGET FOR FISCAL YEAR 2025/26

Sergio Vidal, Chief Financial Officer, presented the proposed Fiscal Year 2025/26 Budget Executive Summary, highlighting the following:

- Budget process – Budget development, budget compilation, and budget review and adoption
- FY 2025/26 Budget considerations
 - Budget practices
 - ✓ Long term financial planning principles
 - ✓ Long term financial planning goals
 - Measure A, Local Transportation Funds (LTF), Transportation Uniform Mitigation Fee (TUMF), and Intergovernmental Revenues
- Budget summary
- Revenue/Sources – Detail
- Expenditures/Expenses by Department and by Function
- Capital project highlights
 - Engineering
 - ✓ 91 Eastbound Corridor Operations Project (ECOP)
 - ✓ SR-79 Realignment
 - ✓ Coachella Valley Rail Corridor
 - Construction
 - ✓ 71/91 Connector
 - ✓ Mid County Parkway Projects
 - ✓ Smart Freeways
 - Design-Build
 - ✓ I-15 Express Lanes – Southern Extension
 - Right of Way
 - ✓ Mid County Parkway Projects
 - ✓ SR-79 Realignment
 - Other
 - ✓ Measure A Local Streets and Roads
- Toll Operations highlights (Expenses)

- 91 Express Lanes
 - ✓ Intra-fund transfer for future repair and rehabilitation - \$20 million
 - ✓ Intra-fund transfer of anticipated FY25 surplus - \$50 million
 - 91 Eastbound Corridor Operations (ECOP)
 - 91 Express Lanes Eastbound to McKinley
 - 15/91 Express Lanes Transit Connector
 - 241/91 Express Lanes Connector
- 15 Express Lanes
 - ✓ Intra-fund transfer of anticipated FY25 surplus - \$4 million
 - 15 Express Lanes-Southern Extension
 - ✓ Loan repayment to Measure A – Up to \$31 million
- Service debt highlights
 - Sales tax revenue bonds
 - ✓ FY26 Debt Service: \$69 million
 - ✓ Outstanding Balance as of 6/30/2026: \$613 million
 - Less than \$975 million maximum threshold allowable by Measure K approved in November 2010 and Fiscal Accountability Policies
- Toll Revenue Bonds
 - 91 Express Lanes FY26 Debt Service: \$27 million
 - ✓ Outstanding Balance as of 6/30/2026: \$678 million
 - Excludes 15 Express Lanes Loan Repayment to Measure A – Up to \$31 million
 - ✓ Outstanding Balance as of 6/30/2026: \$17 million
 - ✓ Budgeted for as a Transfer Out to Measure A
 - Measure A Cap on Administrative costs graph
 - Next steps

Sergio Vidal thanked Michele Cisneros, Deputy Director of Finance, and Daniel Hernandez, Financial Budget Manager, for their diligence during this budget season, and are available to answer any questions.

Chair Spiegel asked if there were any comments from the public. There were no requests to speak.

At this time, Chair Spiegel opened the public hearing and asked if the Commissioners had any questions or comments.

Commissioner Toper Taylor stated for those Commissioners that are new to the Commission this document is brilliant and can understand the ends and outs of this Commission. He expressed concern about the lack of funding for projects in Coachella Valley including State Route 74.

Commissioner V. Manuel Perez appreciates that they are going through this process and that this is a public hearing. The County did something this year that seems to be working for them and RCTC should maybe do this in the future though it requires more time, capacity, and resources depending on how they go about it. The Supervisors had a community meeting in each of their districts about their budget and what it is that folks would like to see funded as they move forward in this next cycle which helped them to see how they did with their budget and planning. Some of the Supervisors in certain districts had about 50 to 85 people attend, and Supervisor Gutierrez did not have his meeting in person, but he had hundreds of people join remotely and at least they knew what was going on with the budget and about 15 or 20 of those folks had something to say. The County also did a survey and received up to 23,000 surveys back. He referred to the concerns for SR-74 and other concerns on transportation efforts in Coachella Valley as this is where Coachella Valley Association of Governments (CVAG) plays a major role in coordinating with RCTC and their locals out there and is happy that Caltrans is there now, because they did not receive much information, input or openness from Caltrans when it came to certain subjects like SR-74. He stated his discussions with Caltrans as of recent, have been discussing the challenges they have for accidents, bike riders, diesel trucks, or just trucks coming up and down that hill, also issues with public safety. Caltrans has been listening and willing to be helpful and he appreciates that and because of that effort they now have an analysis taking place and improvements already have been made but there is more to come throughout the entire SR-74, nonetheless one life lost is enough. Hopefully within the year they will have at least some outcome as to what they can do for public safety on SR-74. He asked how RCTC compares in their salaries and benefits with other areas in the state of California, specifically in Southern California, and if they are competitive. They had some struggle with the County of Riverside and were losing folks because they were not as competitive as they could be. He asked if the Commission has some sort of analysis done when it comes to these positions to ensure they keep and maintain individuals as well have enough to recruit the best to RCTC.

Aaron Hake, Executive Director, stated regarding Commissioner Perez's last question included in this budget is funding to conduct a competitiveness review for RCTC's compensation package in the upcoming fiscal year.

In response to Commissioner Perez's clarification that they do not have that now they are going to be conducting one next year, Aaron Hake replied yes, they have done them every few years and they plan to get another one started this year to make sure that they are still within the market.

Commissioner Jan Harnik stated it is worth reminding everyone that SR-74 is a big issue in their valley is a state route and thanked Commissioner Perez for his comments about the issues and how they are working through it. They are now working with Caltrans, and also thanked Aaron Hake for facilitating that opportunity to work well together and appreciated they are doing a study as it is an extreme safety issue, it is something that comes up all the time, but it is being addressed now. They are still in an all-hands-on deck

sort of situation with many different entities working together to solve this problem and to really analyze it so they can address it appropriately. She stated when they looked at Measure A, which is probably more normal than anything, but it is still a negative number, they went down to that -1 and it reminds them of their great need for infrastructure. Measure A was their self-help, it was going to help them in this county, they are going to need more and when they see a decline like that, it exemplifies this great need they see coming up and they all need to pay attention to that. She thanked staff for such a great comprehensive budget as it is easy to understand.

Commissioner David Ready stated that he is newer to this Commission and as a long-time former city manager he stated to Aaron Hake and staff this is a very well-done budget the mechanics of it, how they did it, and wanted to give staff that recognition from his prospective in doing a lot of difficult budgets over the years, well done.

Aaron Hake thanked Commissioner Ready.

Commissioner Bob Karwin clarified for FY 2025/26 it looks like rounding off they have income sources of \$1.2 billion and expenditures of \$1.4 billion.

Sergio Vidal concurred with Commissioner Karwin.

Commissioner Karwin clarified they are upside down for that fiscal year of \$200 million.

Sergio Vidal replied yes, this is anticipated use bringing it back to the local jurisdictions, there is not a structural deficit for example, where their operating revenues exceed operating expenditures as a project driven agency they accumulate funds overtime. They receive some of these SB 125 or Transit and Intercity Rail Capital Program (TIRCP) dollars and then that project is now programmed for the upcoming fiscal year. He explained they accumulate funds and deliver the projects over multi fiscal years and that is what causes this. They are basically using their savings account to deliver those projects which are planned and anticipated.

Commissioner Karwin asked in looking at this budget if the financial trend continues over the next two or three fiscal years will that gap widen or do they have some sort of strategy to reduce the expenditures off this list to make it a more balanced presentation from a structural budget. He stated from what he understands is the expenditures they do not have to expend it all and if they do not have the money they are not going to spend it, but if they continue to do this in FY27, FY28, and FY29 all of a sudden they are going to have an income of \$1.2 billion and expenditures of \$3.2 billion and then what do they do from there.

Sergio Vidal replied that one of the strategies they utilize in their development for the budget for the incoming year is what Commissioner Karwin mentioned is diversifying their funding sources, so while funding a few projects with Measure A they have identified

another funding source which is toll revenue to fund those projects in the upcoming fiscal year which relieves Measure A and it allows it to fund other key priority projects or initiatives. Although they are not able to build or construct everything as they do have needs, as Commissioner Harnik mentioned they do have a finite amount of resources, so they are strategic in entering into the projects that staff know they can deliver that they have the anticipated funding over multiple fiscal years to make sure that project is completed.

In response to Commissioner Karwin's question from an operational standpoint they are balanced, Sergio Vidal concurred.

Commissioner Karwin stated that the imbalance comes from basically a wish list that if additional funding comes in staff will add it and go for it.

Sergio Vidal replied that was correct, and they do have a substantial fund balance but to Commissioner Karwin's point they are monitoring that, monitoring what their revenues do, and want to minimize how much they use in their savings or reserves but also try to balance delivering those projects.

Commissioner Karwin suggested seeing a subline in the Executive Summary of things that they do not have to spend the money on as he wants to see a functional balance in this instead of a functional imbalance of \$200 million. He stated in presenting this to the public they are going to see this as income of \$1.2 billion expenditures of \$1.4 billion and he will have to explain to his constituents there is a \$200 million difference between the two. He asked for a little bit of clarity on that Executive Summary, but it is a very well-done document and is impressed with how well they can manage the vast number of funds that come from these resources.

Aaron Hake clarified that while this is being discussed it is normal for the Commission to approve, depending on the year, a budget that shows a significant delta between the income and the expenditure and they plan for that when programming out their projects. He stated for instance the Mid County Parkway Project that is going to start this year they have been planning that project for four or five years. There is a schedule that roughly estimates what their expenditures will be not just in this fiscal year but the next two or three in which it is under construction. They have 30 or so RCTC projects and they all have their own expenditure timeline. He explained what goes on in the backend is they already know an estimate in FY27 what they think is going to go out the door and they have been saving that money in their different restricted accounts depending on the funding source for the last seven to eight years accumulating anticipating that project coming in. He stated what is being seen today is a one-year snapshot in a decade long delivery process where there are ebbs and flows in the expenditures. The revenues for the most part are steady, with Measure A they can forecast that pretty well, the transit funds that come in from LTF sales tax and the diesel tax, those are steady and RCTC can anticipate that. TUMF fluctuates with the economy and those forecasts go up and down. They cannot count on

federal formula funds anymore but there are some formula funds they can forecast, and staff brings projects forward and gets them started based on what they forecast those funds will be and what they have accumulated in their fund balance. He referred to Commissioner Karwin's question about what happens if for three to four consecutive years they have a situation where revenues are declining. He explained staff will access this project they anticipated being brought forward and determine if they need to delay the schedule or push it out. That is a conversation they would have with the Commissioners since they all have expectations that a project they have known has been on the docket is going to go at a certain time, and staff will have to explain to the Commission that they do not anticipate having the funding, or they are going to play it conservative whether they want to commit the funds. They also do not want a contract to go out to bid and have a contractor start on a project that RCTC will not be able to pay for. The brakes will get put on well in advance so that they do not get into that situation and the Commission did have to do that when the great recession occurred, and they right sized some of the projects. That is why some of the projects they are working on today are still going, because the Commissioners went to a Commission Workshop and decided to down scope some of the projects and delay some things. He noted that their revenue forecasts are historically conservative. RCTC's consultants who analyze this information give the estimates a haircut and then Sergio Vidal gives them another haircut before they even get here, and they do the same thing with their toll revenues. He suggested spending some more time with Commissioner Karwin and help put together something he can explain to his constituents.

Commissioner Karwin stated that he is interested in seeing over the past several years the projected amount versus the actual amount as Aaron Hake mentioned being conservative and would like to see those numbers over the past three to five years which would help him evaluate these projections here as well.

Aaron Hake stated he would be happy to do that.

Commissioner Wes Speake referred to slide 6 and stated it looked like they were projecting \$5 million less for sales tax which seems to be uniform as he has been hearing that it was kind of going to be lower. He noted on the next line down showed a much larger percentage and asked Sergio Vidal to provide more details.

Sergio Vidal clarified Commissioner Speake was referring to the Revenue/Sources-Detail slide.

Commissioner Speake replied yes, the STA Sales Tax is showing a \$5 million reduction so as a percentage it does not seem like it is even.

Sergio Vidal replied that the STA or the State Transit Assistance funds are diesel tax, so it is a separate sales tax base so their Measure A Sales Tax in the County is a transaction and use tax which includes online sales as an example.

Commissioner Speake understood that and asked why that would be reduced so much as a percentage compared to sales tax.

Sergio Vidal replied they receive that estimate directly from the State Controller's Office.

Commissioner Eve Fromberg Edelstein explained in going on what Commissioner Karwin stated they seem to show the expenditure from the general fund down at the bottom and asked if it would be easier to mark that as a source of revenue, so the budget balances optically look cleaner. She stated as Aaron Hake mentioned they know that this is coming, it is a multi-year project and asked if it would be a cleaner version if that fund source was put under revenue for the numbers to balance instead of the deficit on the fund balance.

Sergio Vidal stated RCTC's projects are funded by multiple funding sources for example, the Interstate 15 Express Lanes Southern Extension is funded by surplus toll revenue and Measure A. They keep the expenditures in one fund they have transfers from other funds identifying the funding sources for those projects and that is why the Commissioners see a lot of these transfers in and out within the budget presentation. Just taking it from the context of the city, RCTC's general fund is rather small so their sales tax is restricted, different from a local jurisdiction, RCTC's sales tax does not go towards public safety or parks and recreation, etc., instead it goes directly to highway projects as outlined in their Measure A Ordinance. He clarified with Commissioner Fromberg the point taken is if they could isolate the negative fund balance or use of fund balance to the fund source.

Commissioner Fromberg concurred and understands how they are doing it but asked does that then necessitate more explanation on their part or RCTC's part to somebody where it could be more optically available to a layman that they are not running out of deficit for their capital projects. She is just trying to make it easier to understand.

Sergio Vidal replied that he understood and stated they could come back with something in time for the June Commission meeting.

Chair Spiegel referred to slide 6 for the Revenue/Sources-Detail and stated that the projected on the other revenue was down \$4 million when they revised it and asked what that was.

Sergio Vidal replied that the other revenue is an offset, it is one of the transactions that was utilized for the TIFIA payoff loan, and it was a onetime event in essence.

Chair Spiegel stated that she understands Commissioner Fromberg's comments but if they had to define every little thing they would be here with pages, and she likes it both ways, but it is easier to just ask the question. She stated for the investment income that was projected much higher than had been revised now it is like in the middle and that seems to be a big delta between all three projections.

Sergio Vidal stated the County Treasurer is doing a great job, so it is a good news story as they anticipated it at a two percent yield in the current year. They are going to exceed that which is reflective with their current projection in FY 2024/25. In the upcoming year they are projecting three percent, but it is a little tricky due to their cash going in and out. Then given the conditions they are landing the Commissioners are aware of four percent, so they did take it down by one percent of the overall rate of return for the portfolio.

M/S/C to:

- 1) **Discuss, review, and provide guidance on the proposed Fiscal Year 2025/26 Executive Summary; and**
- 2) **Conduct a public hearing to receive input and comments on the proposed FY 2025/26 Proposed Budget on May 14 and June 11, 2025, and thereafter close the public hearing.**

7. CONSENT CALENDAR

M/S/C (Lorimore/Warren) to approve the following Consent Calendar items.

7A. APPROVAL OF MINUTES – MAY 14, 2025

7B. SINGLE SIGNATURE AUTHORITY REPORT

- 1) Receive and file the Single Signature Authority report for the third quarter ended March 31, 2025.

7C. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended March 31, 2025.

7D. STATE AND FEDERAL LEGISLATIVE UPDATE

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

7E. AMENDMENT TO AGREEMENT WITH RAILPROS, INC. TO PROVIDE ON-CALL RAILROAD FLAGGING SERVICES FOR THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION'S CAPITAL PROJECTS AND METROLINK STATION MAINTENANCE ACTIVITIES

- 1) Approve Agreement No. 23-31-061-02, Amendment No. 2 to Agreement No. 23-31-061-00 with RailPros, Inc., (RailPros) to provide on-call railroad flagging services for Riverside County Transportation Commission's

current and future capital projects and station maintenance activities within the right of way owned or operated by Burlington Northern Santa Fe (BNSF), Union Pacific (UP) and Southern California Regional Rail Authority (SCRRA), for an additional amount of \$2,000,000, and a total amount not to exceed \$4,400,000; and

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement and optional two-year term on behalf of the Commission.

7F. INTERSTATE 15 SMART FREEWAY PILOT PROJECT MAINTENANCE SERVICES AGREEMENT WITH ITERIS, INC.

- 1) Award Agreement No. 24-31-093-00 to Iteris, Inc. for maintenance services during pilot period in the amount of \$1,372,550, plus a contingency amount of \$137,255 for a total amount not to exceed \$1,509,805;
- 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 as may be required for the Project.

7G. AMENDMENT WITH STANTEC CONSULTING SERVICES, INC., FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION TRAFFIC AND REVENUE STUDIES

- 1) Approve Agreement No. 15-31-048-14, Amendment No. 14 to Agreement No. 15-31-048 with Stantec Consulting Services, Inc. (Stantec) to provide Traffic and Revenue (T&R) studies and financing support for the Interstate 15 Express Lanes Project Southern Extension (15 ELPSE) for an additional amount of \$820,000, and a total amount not to exceed \$5,678,040; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission.

7H. 2025 TITLE VI PROGRAM REPORT UPDATE FOR THE FEDERAL TRANSIT ADMINISTRATION

- 1) Approve the 2025 Title VI Program Report, including the Public Participation Plan and Language Assistance Plan in compliance with Federal Transit Administration (FTA) requirements.

At this time, Commissioners Matas and Perez left the meeting.

8. TRANSIT POLICIES MANUAL, RESOLUTION NO. 25-001 POLICY TO ACT AS LEAD AGENCY PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR FIXED GUIDEWAY PROJECTS SEEKING STATE OR FEDERAL DISCRETIONARY GRANTS

Lorelle Moe-Luna, Multimodal Services Director, presented the Transit Policies Manual update, highlighting the following:

- Background
 - Commission core transit responsibilities:
 - 1) Allocate all state and federal formula funding for transit activities in the County for operating and capital needs
 - 2) Financial oversight of all public transit operators
 - 3) Coordination of services
 - Comprehensive review of existing policies and procedures to improve accountability and effectiveness of the transit program
- Analysis
 - Update the 1995 policies manual, combine and streamline policies, reflect legislative changes, and current business practices
 - Awarded contract to AMMA Transit Planning in October 2023 to develop a Transit Funding Handbook
 - Comparative analysis and best practices review from other regional agencies like RCTC
 - Two parts:
 - ✓ Revisions to 14 existing policies
 - ✓ Adoption of one new policy
- Summary of Revised Transit Policies
- Outline of Legal Relationship Between RCTC and Transit Operators

At this time, Commissioners Vargas and Gutierrez left the meeting.

Lorelle Moe-Luna presented the following areas:

- New Policy for Commission to be Lead Agency for all Fixed Guideway Projects in Riverside County
 - Resolution No. 25-001, *“Policy to Act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants”*
 - ✓ Why?
 - Commission is responsible for approving all plans for the design, construction and implementation of fixed guideway systems or projects (PUC § 130252(a))
 - Commission is responsible for designating an operator for any approved fixed transit guideway system (PUC § 130254)

- 2016 Strategic Assessment recommendation to adopt a policy to establish role
- Transit Operator feedback
 - Multiple opportunities to provide feedback
 - Consultant team interviewed transit operators early on in February-April 2023 on current policies and processes
 - ✓ Feedback from operator interviews led to revised policies and procedures
 - Provided transit operators with a copy of the Draft Transit Policies Manual for a four-week comment period, February 11 – March 11, 2025
 - ✓ Staff received a total of 13 minor comments on the draft, no suggestions or concerns were provided

Lorelle Moe-Luna thanked Eric DeHate, Transit Manager, and Monica Morales, Senior Management Analyst, who have dedicated a significant amount of their time to shepherd this item through.

Commissioner Taylor expressed this is another great document for those that are new to the Commission to see the flow of funds. He stated regarding their previous conversation about deficits and pulling from the general fund or their reserves. In 5-2 there is a reference to a 10 percent holdback for the future on anticipated cost increases but there is not really a discussion about funding these and pulling from the general fund or from reserves and asked where that would be located.

Lorelle Moe-Luna replied that it would be the policy under 5-2 that reserve policy holds back 10 percent. She stated that he may recall Sergio Vidal's slide showed for example and that it speaks mostly to TDA, but it can also speak to Measure A which will be kind of their general fund. As an example, for LTF funds next year they are expected to receive about \$148 million for the county, before they make it available to the transit operators, they only make 90 percent available to the transit operators so that 10 percent is held back just to ensure that they receive the revenues. The reason for that is because it was established in the early 2000s when revenues were not as healthy as they have been in the last few years so that was needed in the years such as the recession where cashflow was more of a concern.

Commissioner Taylor stated that in the budget they just saw that it was schedule 17 but he believes it was \$1.6 billion in allocated funds or reserve funds in the budget and some of that gets allocated to projects as it flows which goes to some of the deficit questions they had. This is a policy manual that talks about how projects get funded so he was asking if that should not be included, the inclusion of the reserves.

Lorelle Moe-Luna replied that the reserve pot that Commissioner Taylor saw was for the entire Commission, and this is specifically for transit so this transit reserves is more along the lines of depending on the fund between \$200 to \$300 million of that \$1.6 billion.

Chair Spiegel clarified that Staff Recommendation No. 3 is for every five years or as necessary, so if there is an issue or a question, they could revisit a particular item within the policy manual policy by policy and not the whole thing so every five years they do the whole thing unless there is a certain part in between.

Lorelle Moe-Luna replied that is correct and at the discretion of the Commission.

M/S/C (Lorimore/Berkson) to:

- 1) Approve revisions to existing transit policies as presented in the Transit Policies Manual;**
- 2) Adopt Resolution No. 25-001, “Policy to act as Lead Agency Pursuant to the California Environmental Quality Act for Fixed Guideway Projects Seeking State or Federal Discretionary Grants”, establishing the Commission be the lead agency for all fixed guideway projects in Riverside County; and**
- 3) Direct staff to review and recommend changes to the Transit Policies Manual every five years or as necessary.**

At this time, Commissioner Lorimore left the meeting.

9. METROLINK UPDATE

Darren Kettle, Metrolink Chief Executive Officer, presented an update on Metrolink, highlighting following areas:

- A map of the Metrolink Regional Rail system
- Metrolink reimagined – Commuter Rail transition to Regional Rail, connecting communities, transforming journeys
- A year of big things – Implemented largest schedule change in Metrolink history; Awarded most significant contract for Operations & Maintenance; and first in the country to implement wireless crossing near side stop (WCNSS) Wireless Crossings
- Smart crossings – Top four crossings identified on RCTC Metrolink maintained tracks that would benefit from WCNSS technology

At this time, Commissioner Berkson left the meeting.

Darren Kettle presented the following:

- Four principle driving schedule change
 - 1) More trains to capture both commute and discretionary trips (peak and non-peak)
 - 2) Clock-faced schedules

- 3) More efficiency with equipment and crews
- 4) More line-to-line connections at Los Angeles Union Station
- 4X Transfer Opportunities 10 to 20 minutes – a graphic with 2023 AM Peak (not pulsed) and a graphic with 2024 AM Peak (Pulsed)
- Prior schedule departing Riverside and going to Burbank would take 3 hours and 52 minutes to get there
- New schedule – Enhanced connections total trip time going from Riverside to Burbank in 2 hours and 4 minutes
- Peak/Off-Peak Ridership Analysis – Since the October schedule change
 - ✓ Off-peak ridership up 74% year-over-year
 - ✓ Peak ridership: no change year-over-year
- Recovery of pre-covid ridership by commuter rail peers, March 2025 comparison

At this time, Commissioner Speake left the meeting.

Darren Kettle presented the following:

- Early earthquake warning system technology
- Capital projects
 - Riverside projects
 - ✓ Construction
 - East Ellis Avenue & Mapes road crossing improvements (Late 2025)
 - Riverside Station switch upgrade (Oct 2025)
 - Perris South Station & Layover Facility (2028)
 - Perris Valley Line drainage & construction wall construction (2028)
 - ✓ Design
 - Perris Valley Line drainage & retaining wall design (March 2026)
 - Riverside Downtown at-grade crossings
 - Perris Valley double track
 - Riverside Downtown crossover Southern California Optimized Rail Expansion (SCORE)
- Rail modernization at Los Angeles Union Station
 - Fullerton Interlocker Project a legend at its current condition and future condition
- The Fullerton/Placentia Projects: Raymond-Atwood & Atwood-Esperanza
- LA28 Games – A map of the region. Metrolink will serve as the critical link to regional venues, hotels, residential areas, workforce housing, amusement parks, and tourist attractions.
- 2028 Olympic and Paralympic Games preparation
 - Advocacy

- - ✓ Federal and state
 - Service capacity
 - ✓ Maintenance and equipment layovers
 - ✓ Equipment availability
 - ✓ Service levels
 - ✓ Slots & crews

At this time, Commissioner Ready left the meeting.

Darren Kettle presented the following:

- Real-time passenger text alerts
 - Subscription-based text and email alerts
 - Real-time train and system information, including uber vouchers sent direct to customers
 - Station or train specific, customize days and times
 - Go Live: Friday, May 23
- Times have changed, so goes our fare structure – Simplified. Smarter.
 - Fare structure pilot launching July 1, 2025
 - ✓ Why Now: Travel patterns have changed since the pandemic. Introducing new pass types in response to customer demand. First fare restructuring since 2016 to support long-term ridership growth.
 - ✓ What's New: Simplified fare options following industry best practices. Lower prices and expanded discounts for students, veterans & more.
 - ✓ Benefits: Less customer confusion. More savings and flexibility for all types of riders. Lower administrative burden in managing fare structure and sales.
 - ✓ Goal: Continue making Metrolink more rider-friendly, equitable, and financially sustainable. *(More customers!)*

Commissioner Warren stated it was a great presentation she referred to slide 12 regarding the system wide ridership is up and asked how about this region out here where is their ridership.

Darren Kettle replied that they are seeing a growth in ridership with all their counties, and it has been somewhat slower on the Riverside served county just because they do not have that many trains on that. Most of the trains that serve Riverside County operate on freight railroads on the Riverside Line, they have it under agreement with Union Pacific Railroad and they are limited the number of trains that can operate. The same can be said on the line that runs the 91 corridor which is operated by Burlington Northern Santa Fe Railway (BNSF). He explained what they have experienced is the ridership growth has been where Metrolink has been able to add significant more service so the

San Bernardino Line where they have one-hour bidirectional frequencies all day long, they have seen a growth in ridership there and same with the Antelope Valley Line where they have that regular service Metrolink. Aaron Hake and their transit staff have been saying they have capacity it is not inexpensive to run a railroad and so they have to balance all that but if they want to add more trains, they will be able to do that in the coming year, and they have already started those conversations.

Commissioner Warren stated with the Olympics coming to town, getting all of them out there is not going to be as easy as getting all around Los Angeles, Pasadena, Arcadia and all those areas out there. She asked how Metrolink is going to assure people that their security is going to be at the best it could ever be for safety for riders.

Darren Kettle stated that thankfully at Metrolink they have enjoyed a strong security and safety culture today. One of their requests when they go to the federal government currently is additional video capacity on all their cars to increase and enhance security. The L.A. region is focused on even more than the ability to get around is to ensure the security of those people trying to get around and at venues. He explained they can go to Washington, D.C. and say that Metrolink needs hundreds of millions of dollars for security for the Olympic Games in Southern California and when talking about security it is an easier ask but when Metrolink needs an extra hundred million dollars so they can make sure all their equipment is overhauled then they have to do a little more explaining which they do, but it is a focus for the entire region and a focus for them at Metrolink.

Commissioner Medina thanked Darren Kettle for a very interesting presentation. He stated that his wife used Metrolink from Riverside to downtown Los Angeles for 20 years and now they ride Metrolink more for pleasure on the weekends. He hears often from folks that on weekends the train is available going into Los Angeles but once they are in Los Angeles and want to stay there for an event there are no trains coming back.

Darren Kettle replied that it is probably a byproduct of the number of trains they can run and serve Riverside. They have seen that opportunity on some of the other lines and that is something that he and Aaron Hake have been talking about is how do they look at some smart new additional trains. They have heard quite a bit about the evening question, and they have been able to tackle that on weekdays and are running surf trains much later into the evening right now. In that case it is fully funded by Los Angeles County Metro and when they talk about the lines that serve Riverside, Riverside has other partners in funding new service expansion, so on the Riverside Line, it is Riverside and little bit of San Bernardino and Los Angeles. He explained to get to consensus about how they add trains it means bringing together the various agencies to say they are prepared to support that. If they were going to Anaheim it is going to be RCTC and Orange County Transportation Authority (OCTA). The good news is that there is this spree decor of the five counties there is a belief in what it can be and because of it they are going to see some opportunity. They have this great opportunity, this massive potential to grow and

change who they are as a railroad, and it is going to happen since they get the support from agencies like RCTC.

Commissioner Washington stated that for those that live in the southwest obviously the Perris Valley Line is something that peaks their interest and they want more in the south, but ridership is probably not what could be to support that line and asked Darren Kettle about his thoughts on that and is there limited access to the rail on that line.

Darren Kettle replied that there is potential there and as that portion of southwest Riverside County continues to grow that opportunity is going to continue to be there. They have only touched the surface of this, and they are looking at double track projects that are currently underway that are going to help provide for more frequent service. He stated at Metrolink, while they do not have all the capital and all the infrastructure they need, they are in a pretty good spot to be able to deliver more service and as they add their SCORE program where they are providing more capacity it is really going to accentuate that potential. He clarified it is a matter of if the resources are there Metrolink will provide the service they have some work to do to show that the ridership in working with RCTC does exist and that they are able to realize that opportunity.

Aaron Hake replied to Commissioner Washington about his comment regarding the Perris Valley Line, very soon staff will be bringing to this Commission a double tracking project on the Perris Valley Line as there is a segment of that rail that is single track. It does limit their ability to run a bidirectional service, and they got a significant SB 1 grant for that project. They are also initiating a project to expand the layover facility, which is where they store all the trains at the end of the night in South Perris so they can start with a larger supply of trains that could go north in the morning. RCTC also got a \$40 million grant this last year from the California State Transportation Agency to build a new station in Mead Valley at the intersection of Calajco Road and I-215 so there is a lot of opportunity there. The challenge is going to be the expense of running more trains and what comes first, spending the money to get the trains to build the ridership, but they are also building the infrastructure to do that. However, once they get into downtown Riverside, they are no longer operating on RCTC's track. That track that parallels I-215 is owned by RCTC but once they get into Riverside and hook onto BNSF they are limited as RCTC has a shared use agreement with BNSF on the number of trains they can have. He asked the Commissioners what their vision for rail is along the I-215 corridor is it an intra-county rail like what exists in San Bernardino now between Redlands and downtown San Bernardino where they have trains that bounce back within the county. If they are limited on going all the way to Corona or Los Angeles because of a freight railroad. RCTC also owns the rest of the San Jacinto Branch Line that does not have active transit on it today that goes from South Perris all the way to Hemet and San Jacinto. They have a study underway, and staff will bring that to the Commission at the end of the year about their options to extend transit on that line. The future could be bright, and they will have some decisions to make.

At this time, Commissioner Stewart left the meeting.

Commissioner Washington clarified potentially it could impact some of the decisions they have to make about what other kinds of infrastructure they invest in. Aaron Hake replied that is correct.

Commissioner Washington stated that they have talked about going out to the San Jacinto Valley that looks like it would be a benefit they know a lot of those folks have no other choice but to get in their car. He stated that maybe if they rely less on a car there is less to manage on the roadway.

Commissioner Molina stated that she does ride the train into Los Angeles. The trains are on time, they are clean, making connections once they get to Los Angeles is very easy, everybody knows what they are doing, they use their apps, and they do not have to use cash. She recommended not riding the bike car as that is the busiest car with all the bikes and scooters. She also recommends riding the train as often as someone can as the connections are easy to other modes of transportation.

Commissioner Harnik stated that they would still like a train out to the Coachella Valley and like Commissioner Molina she drives to the San Bernardino Metrolink station and gets on the train for \$5.00 and she goes downtown Los Angeles anywhere on the subway it is the best.

Chair Spiegel clarified that there is a reciprocal relationship with the other transit agencies so when someone gets off in downtown Los Angeles they can take a bus or a subway to get to their final destination.

M/S/C to:

- 1) Receive and file an Metrolink Update presented by Darren Kettle, Metrolink's Chief Executive Officer.**

9. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION

There were no items pulled from the Consent Calendar.

10. EXECUTIVE DIRECTOR'S REPORT

Aaron Hake:

- Announced on May 20 at the Riverside Convention Center the Greater Riverside Chambers of Commerce is hosting the California Transportation Secretary Toks Omishakin. It is an honor to have him visit Riverside and speak to everyone about his vision, RCTC is a title sponsor of that event, and the Commissioners are all invited. If they have not yet RSVP'd contact Lisa Mobley, Administrative Services Director/Clerk of the Board, ASAP to make sure that they have a seat.

- Extended an offer to the Commissioners an opportunity to tour the 71/91 Interchange project before it is opened to the public in a few months. They may have noticed the bridge that goes over the 91 freeway at the 71 is almost complete and the bridge deck is poured. It is a rare opportunity to get to sort of touch a piece of infrastructure that RCTC is building and see what they have done, and he is very proud of this project. Lisa Mobley will be sending out information on the opportunity to walk on the 71/91 connector.
- Thanks to the city of Temecula and the community of Temecula because over the last several days they have had the northbound on ramp at the Temecula Parkway closed for the I-15 SMART Freeway Project and that ramp will remain closed for the rest of the week. Their crew is going as fast as they can, it is the first of a few closures they will have, and this is RCTC's introduction to Temecula. The city has been an outstanding partner and appreciates the work of the city council, the City Manager Aaron Adams, their public works team, and thanked the Riverside Sheriff Department who has helped with moving traffic along in the mornings. It is not convenient to have these closures and expressed empathy with the public who has been delayed but it did go much better yesterday, and he is getting updates from the field constantly.

11. COMMISSIONER COMMENTS

- 11A.** Catalino Pining, Governor's Appointee Caltrans District 8, announced Caltrans Director Tony Tavares retired last week and acting until the position is back filled is Chief Deputy Director Mike Keever. On the safety topic, there is a project ongoing right now on SR-79, this is a six-mile segment of the roadbed that is going to be widened to provide a shoulder. He provided the project limits and as far as work windows it is from 6:30 a.m. to 6:30 p.m. Monday through Thursday and anticipated completion is spring 2027. This is a \$61 million safety project so moving forward number one is safety of the traveling public and especially the contractors that are out there so anticipate delays and to share it with their constituents regarding the delays. Caltrans is working with the contractor making sure they monitor that closely since they did receive inquiries about the project.

12. ADJOURNMENT

There being no further business for consideration by the Riverside County Transportation Commission, Chair Spiegel adjourned the meeting at 11:21 a.m. The next Commission meeting is scheduled to be held on Wednesday, June 11, 2025.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Lisa', with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director /
Clerk of the Board

AGENDA ITEM 7B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Recurring Contracts for Fiscal Year 2025/26

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the single-year recurring contracts in an amount not to exceed \$15,570,454 for Fiscal Year 2025/26;
- 2) Approve the recurring multi-year contracts for specialized services on long-term projects in an amount not to exceed \$115,565 in FY 2025/26 and \$470,380 in FYs 2026/27 – 2029/30; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements and amendments on behalf of the Commission.

BACKGROUND INFORMATION:

During the ordinary course of business, professional services contracts are subject to a competitive process. However, to ensure efficiency and cost-effectiveness for the Commission's various projects and programs, staff evaluates existing contracts for professional services due to expire within the upcoming fiscal year. These expiring contracts may be placed on the calendar for a new procurement solicitation, allowed to expire if no longer required, or included in the annual recurring contracts list that is subject to Commission approval.

This year's list of recurring contracts includes consultants that provide unique or specialized services and work closely with staff on long-term projects. Staff desires to retain certain consultants on the recurring contracts list due to the consultant's historical knowledge, unique experience, and understanding of both the Commission and its current projects. Under limited circumstances in accordance with the Procurement Policies Manual adopted in March 2021, staff believes it is more efficient and cost effective to retain the consultants on the recurring contracts list rather than re-bidding the services at this time. Approval of the recurring contracts list will allow the Commission to continue work on existing projects without interruptions and maintain consistency.

Below are the lists of proposed recurring contracts for FY 2025/26 and for specialized services through FY 2029/30, followed by a summary for each consultant supporting inclusion as a

recurring contract. Following Commission approval, staff will develop appropriate agreements or amendments for these services. Accordingly, staff recommends Commission authorization for the Chair or Executive Director to execute the agreements and amendments on behalf of the Commission.

Recurring Contracts for Fiscal Year 2025/26

These are single-year contracts with consultants. Staff recommends Commission approval of these agreements and amendments with these consultants for the aggregate amount of \$15,570,454.

Schedule of Recurring Contracts for FY 2025/2026					
Consultant Name	Agreement Number	Description of Services	Budget FY 24/25	Budget FY 25/26	Dollar Change
AlphaVu	18-15-086-04	Digital outreach, marketing, and advertising services	\$ 295,000.00	\$ 295,000.00	\$ -
AMMA Transit Planning	08-26-115-21	Transit Support Services	\$ 159,987.00	\$ 153,254.00	\$ (6,733.00)
Arellano Associates	17-15-072-06	Operation Lifesaver, Metrolink Outreach, and Marketing Services	\$ 350,000.00	\$ 350,000.00	\$ -
Bechtel Infrastructure Corporation (Bechtel)	25-31-087-00	Capital project program management services	\$ 9,250,000.00	\$ 9,250,000.00	\$ -
Best, Best & Krieger LLP (BB&K)	25-19-092-00	General legal services	\$ 3,595,600.00	\$ 3,038,000.00	\$ (557,600.00)
BLX Group LLC (BLX)	11-19-104-11	Arbitrage rebate compliance services	\$ 15,000.00	\$ 15,000.00	\$ -
Epic Land Solutions, Inc. (Epic)	25-33-086-00	Support services for property management of Commission-owned properties and related contracts	\$ 500,000.00	\$ 660,000.00	\$ 160,000.00
Fieldman Rolapp & Associates, Inc. (Fieldman)	04-19-029-20	Financial advisory services	\$ 325,000.00	\$ 325,000.00	\$ -
Foster & Foster (formally Bartel Associates, LLC)	15-19-044-06	Actuarial Valuation Services	\$ 19,700.00	\$ 16,600.00	\$ (3,100.00)
MetLife Investment Management, LLC (MetLife)	13-19-077-08	Investment management services for toll supported debt proceeds for the I-15 and 91 Express Lanes Projects	\$ 151,800.00	\$ 151,800.00	\$ -
Norton Rose Fulbright US, LLP	09-19-072-20	Disclosure Counsel Services	\$ 25,000.00	\$ 25,000.00	\$ -
Orrick Herrington Sutcliffe, LLP	05-19-510-22	Bond Counsel Services	\$ 45,000.00	\$ 124,000.00	\$ 79,000.00
Payden & Rygel	13-19-135-08	Investment management services	\$ 86,000.00	\$ 92,000.00	\$ 6,000.00
Stantec Consulting Services, Inc. (Stantec)	10-31-099-17	Traffic and revenue analysis and operation analysis consulting services for the 91 Express Lanes	\$ 795,000.00	\$ 590,000.00	\$ (205,000.00)
Stantec Consulting Services, Inc. (Stantec)	15-31-048-15	Traffic and revenue analysis and operation analysis for the 15 Express Lanes	\$ 675,000.00	\$ 250,000.00	\$ (425,000.00)
TransTrack Inc (TransTrack)	08-62-005-15	End-User license agreement maintenance and support services	\$ 204,972.00	\$ 177,800.00	\$ (27,172.00)
U.S. Bank National Association (US Bank)	15-19-083-10	Trustee services for sales tax revenue bonds pursuant to master indenture agreement	\$ 51,000.00	\$ 57,000.00	\$ 6,000.00
Total			\$16,544,059.00	\$15,570,454.00	\$(973,605.00)

AlphaVu

In July 2018, the Commission selected AlphaVu under a competitive procurement process to provide consulting services for the development of a Public Engagement Program to gain information and insights about transportation needs across Riverside County. The RebootMyCommute engagement program collected input from residents through various sources. AlphaVu was part of the outreach team that prepared both the 2020 and 2004 Traffic Relief Plan digital public engagement efforts.

Since then, AlphaVu has played a critical role in the Commission's digital public outreach operations to inform and educate Riverside County residents about the Commission's projects and policy issues. AlphaVu has helped the Commission grow its digital reach on Facebook, X (formally Twitter), Instagram and other platforms since 2018 exponentially. In total, RCTC's followers have increased by more than 80 percent on Facebook and X, while more than 2,800 percent on Instagram. The RCTC e-newsletter, The Point subscribers increased by 900 percent and the Commission added a text messaging/SMS platform with more than 5,000 subscribers.

RCTC recognizes the need for a continuous understanding of public sentiment and the use of a data-driven approach to engage with county residents derived from digital activities. AlphaVu uses proprietary DataVu software with custom analytics and algorithms that allow the Commission's External Affairs Department to measure progress toward annual public engagement goals. The DataVu software is a powerful tool that supports the need for this sole-source contract, providing unique insights and enabling targeted strategies. AlphaVu collects data and recommends how to use this data for targeted advertising, messaging, reach, and expanded influence across Riverside County. The firm coordinates digital advertising placement for social media, conducts social media polls and online surveys, generates support from residents on specific initiatives, develops messaging, organizes telephone town hall meetings, and offers general communication counsel.

Furthermore, AlphaVu provides staff recommendations on the latest digital engagement trends and how they can be leveraged to reach different audiences. RCTC is prioritizing digital communications more than ever due to the county's growing and diverse population, the need for expanded dialogue with residents in all regions, and the need to enhance bilingual outreach.

RCTC will keep its overall contract with AlphaVu for the next fiscal year. The contract requires AlphaVu to waive a portion of advertising placement fees. This contract approach commits AlphaVu's availability for work-related activities anytime as needed by RCTC staff. AlphaVu will provide access to RCTC to their DataVu services and produce quarterly reports to assess progress toward department goals and determine whether communication course changes are needed. If staff determines that the retainer-based contract does not meet the agency's needs, staff has the option to convert the contract to time and materials at AlphaVu's established rates.

AMMA Transit Planning, Inc.

In February 2007, the Commission selected AMMA Transit Planning, Inc. (AMMA) under a competitive procurement process to provide consulting services for the development and implementation of the Coordinated Public Transit-Human Services Transportation Plan, as well as the required updates. AMMA also guides staff and transit operators regarding the grant application process for the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program including any programmatic updates associated with it. Additionally, AMMA advises staff on the management of operator reporting for the specialized transit call for projects, assists in the development of the application and eligibility guidelines for future specialized transit call for projects, and aids in the management of transit needs and community input meetings. A cost decrease for FY 2025/2026 reflects the exclusion of the Public Transit Human Services Transportation Coordination Plan for Riverside County (2024 Plan) which was completed in FY 2024/25 and work is not needed in the coming fiscal year.

Additionally, AMMA provides a specialty service that is unmatched in specialized transportation. In San Bernardino, San Bernardino County Transportation Authority (SBCTA) holds a competitive request for proposal for specialized transportation services every five years. AMMA has been awarded the SBCTA contract just as long as RCTC has been awarding AMMA for similar services. AMMA has broad and specific historical knowledge of the Measure A Specialized Transit Program and the FTA Section 5310 program. In addition, AMMA is a subcontractor to many requests for proposals that include specialized transportation services. This also includes the Commission's on-call multimodal bench with AMMA being a sub to HDR. The rates under their recurring contract are far less than the competitive rates others pay. With the unique needs of Riverside County in specialized transportation, the intimate and historical knowledge that they possess, and the competitive rates provided to the Commission, staff recommends to retain AMMA for FY 2025/26. Staff expects a minimal decrease of \$6,733 for FY 2025/26.

Arellano Associates

In 2016, Arellano Associates started working on Metrolink marketing and Operation Lifesaver rail safety education efforts on behalf of RCTC before the 91/Perris Valley Line launch in 2016. In July 2017, the Commission entered into a separate agreement with Arellano Associates for expanded Operation Lifesaver Outreach. In FY 2024/25, staff expanded the scope of the agreement to include outreach efforts for a successful launch of the Coachella Valley Rail project. The scope of the services Arellano Associates provides is extensive and includes educational and promotional outreach to K-12 schools, colleges, non-profits, and businesses; participation in community events to effectively engage with the community; marketing and dissemination of information via social media, email, billboards, posters; publishing of promotional materials in the form of stories, newsletters, videos and toolkits for organizational use. Arellano Associates

has a strong partnership with California Operation Lifesaver that allows rail safety messaging and materials to be utilized by RCTC. Over the years, Arellano Associates has built relationships with the community and has gained historical knowledge and familiarity with rail safety and Metrolink marketing in Riverside County and maintains strong team coordination between RCTC, Operation Lifesaver, Metrolink, and other agency partners to implement outreach and marketing services. Additionally, several Arellano Associates staff are specially trained Operation Lifesaver authorized volunteers who can directly provide the training to schools and community groups. Arellano Associates also assists Metrolink in their marketing efforts, bringing expertise on content creation, which is valuable for this safety program and promoting ridership. Their wealth of knowledge can be leveraged to improve marketing results and outreach efforts. Staff expects no cost increase in FY 2025/26.

Bechtel Infrastructure

Bechtel Infrastructure (Bechtel) provides program management and construction management activities of highway and rail projects for the Measure A and Western Riverside County 10-Year Delivery programs as well as the toll program. Bechtel supports the Commission's capital projects, including the Interstate 15 Express Lanes, 15/91 Express Transit Connector (ETC), State Route 91 Corridor Operations, 91 Express Toll Lanes, Santa Ana River Trails, Moreno Valley Rail Station Upgrade, Station Maintenance, Coachella Valley Rail, SR-71/91 Connectors, I-15 SMART Freeway, I-15 Southern Extension, I-15 Northern Extension, SR-241/91 Express Connector, Mid-County Parkway (MCP) Construction Package 3, I-10 Highland Springs Avenue Interchange, SR-79 Realignment - Segment 3, Eastbound SR-91 Corridor Operations, Perris Valley Line Double Track, South Perris Station Layover Expansion, Riverside Downtown Station Pedestrian Crossing, I-15 Franklin Street Interchange, SR-60 Potrero Road Interchange, I-15 Bundy Canyon Road Interchange, I-15 Wildomar Trail Interchange, Palo Verde Valley Transit Agency (PVVTA) Facilities Improvement, I-10/SR-79 Connector, MCP Sweeney, I-215 Scott Road to Nuevo Road, SR-60 Truck Lanes HMMP, Mead Valley Station, I-215 Barrier Wall, and Feasibility Studies.

Bechtel possesses the essential knowledge and historical background of the Commission's capital projects program, crucial for effectively delivering Measure A and other capital projects. The ability to access further support from Bechtel as required for specific project needs is pivotal and eliminates the necessity to expand staff. The FY 2025/26 Bechtel contract reflects the same level as last year, \$9,250,000.

Best Best & Krieger LLP

Best Best & Krieger LLP (BB&K) provides a high level of general legal services to the Commission for highway, regional arterial, and rail capital project activities, especially right of way; various Commission programs; procurements and contract development; toll road legal advisory and litigation services; and management services. The FY 2025/26 BB&K contract reflects a \$557,600, or 16 percent decrease in legal costs compared to the FY 2024/25 contract, primarily related to Planning and Programming, Measure A Western Riverside County Highway, and SB 132 projects. The Commission engages other legal firms for specific matters involving specialized legal services and potential conflicts of interest as required.

BLX Group LLC

In 2007, the Commission engaged BLX Group (BLX) under a sole source procurement to perform arbitrage rebate compliance services for sales tax revenue debt issued under the 1989 Measure A and 2009 Measure A programs; the services have expanded to include toll revenue debt. These services are required by the Internal Revenue Service (IRS) and the tax certificates executed for each debt issue, including the Commission's commercial paper notes, sales tax revenue bonds, and toll revenue bonds. Per Commission direction, BLX performs the required calculations more frequently than the minimum reporting requirements during the life of each debt issue to ensure Commission compliance with the complex IRS regulations. Accordingly, BLX maintains historical information and calculations considered in subsequent arbitrage rebate calculations. Additionally, BLX prepares and files, on the Commission's behalf, the Annual Debt Transparency Reports (ADTR) required by California SB 1029 for new debt issuances effective January 1, 2017. BLX performs the ADTR service at no additional cost when arbitrage rebate calculations are prepared or a \$500 per ADTR fee when rebate calculations have ceased. Given the complex arbitrage regulations and limited Commission staff available to prepare the SB 1029 filings, staff determined it would be more efficient and cost effective to continue the BLX services. Furthermore, BLX is affiliated with the Commission's bond counsel, Orrick, Herrington & Sutcliffe LLP—resulting in additional efficiencies related to immediate access to bond documents and key staff. Staff expects no cost increase in FY 2025/26.

Epic Land Solutions, Inc.

In 2003, the Commission selected Epic Land Solutions, Inc. under a competitive procurement process to provide property management support services. Due to its accumulated knowledge and development of various property management projects, resources, and databases associated with the multitude of Commission-owned properties, including but not limited to those along the San Jacinto Branch Line (SJBL) and Western Riverside County Regional Conservation Authority (RCA) properties, staff determined that Epic can most efficiently, and cost effectively provide property management services. The scope of services for FY 2025/26 includes:

- Upgrading the remaining utility licenses to current Commission terms in order to minimize liability risks;
- Renewing expiring private use agreements;
- Coordinating and assisting with activities related to the issuance of new licenses, amendments to existing licenses or facility upgrades;
- Adding RCA properties to Mapbooks and database and update licenses as necessary to meet current Commission terms;
- Following up on delinquent rent payments and tracking insurance certifications, as requested by Commission staff;
- Determining all easement locations and requesting abandonment of unused easements;
- Maintaining and updating a database and correlated mapping of the Commission's property and contract information;
- Ensuring possession of title policies for all Commission owned property and compliance with federal excess land requirements;
- Tracking all surplus land for Commission owned property and providing an annual list to Commission per the Right of Way manual;
- Proactively performing regular site visits to all properties to identify and resolve maintenance and repair issues such as weed abatement, erosion and removal of debris and illegal occupants and identify encroachments such as illegal parking or the installation of facilities without a license;
- Work with jurisdictions on trespassing notification letters and coordination of trespassing sign installations;
- Conducting site visits to determine all encroachment locations and updating Mapbooks and Epic Property Management Application (EPMA);
- Working with Zephyr to coordinate Drone services for RCTC properties as needed.

Epic has added Zephyr Drone services to its responsibilities; therefore, Epic's FY 2025/26 agreement reflects a \$160,000 increase in budget. Quarterly, Zephyr Rail will video the entire 38.8-mile corridor of the Perris Valley and San Jacinto branch lines. Deliverable includes stitched video of corridors with major landmarks annotated and periodic Milepost as well as major cross streets.

Fieldman, Rolapp & Associates, Inc.

Following a competitive procurement process, the Commission selected Fieldman, Rolapp & Associates, Inc. (Fieldman) as financial advisor in late 2003. Fieldman has provided financial advisory services on general finance matters and specific financing transactions related to the 2009 Measure A program and the toll program—playing a significant role in the 91 Project and I-15 Express Lanes Project financing activities in 2013 and 2017, respectively, as well as the 91 Express Lanes toll revenue bonds refinancing. Fieldman provides additional support for the meetings with rating agencies, implementation and technical matters related to the financing, and other special projects. As a result of Fieldman's knowledge and understanding of the Commission, its previous financings, staff determined it would be more efficient and cost effective for continuity purposes to retain Fieldman during FY 2025/26 for financial advisory services. Staff expects no cost increase in FY 2025/26.

Foster & Foster Consulting Actuaries, Inc. (formally Bartel Associates, LLC)

In May 2015, the Commission selected Bartel Associates, LLC (now Foster & Foster) under a competitive procurement process to provide biennial actuarial valuation services for the preparation of the Commission's Other Postemployment Benefits (OPEB) valuation report under the provisions of Governmental Accounting Standards Board (GASB) No. 75 *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Additionally, Foster & Foster provides a GASB 75 annual valuation roll forward report for the Commission's annual financial report. Given Foster & Foster's knowledge and understanding of the Commission's valuation and measurement of OPEB, staff believes it would be more efficient and cost effective for continuity purposes to retain Foster & Foster during FY 2025/26 for actuarial valuation services of the Commission's biennial OPEB valuation report and annual valuation roll forward report. Staff expects a minimal decrease of \$3,100 for FY 2025/26.

MetLife Investment Management, LLC

Following a competitive procurement process in 2013 and 2017, the Commission selected MetLife Investment Management, LLC (MetLife), formally Logan Circle Partners, LP to provide investment advisory services on debt proceeds from the sales tax and toll revenue supported debt of the 91 Project in 2013 and I-15 Express Lanes Project (ELP) in 2017. The indentures for the bond agreements include multiple accounts containing investments that must comply with the permitted investment language of the specific indentures, as well as the Commission's investment policy. Given MetLife's knowledge and understanding of the Commission's compliance requirements for the investment of debt proceeds, staff believes it would be more efficient and cost effective for continuity purposes to retain MetLife during FY 2025/26 for investment advisory services. Staff expects no cost increase in FY 2025/26.

Norton Rose Fulbright US, LLP

In July 2009, the Commission awarded a professional services agreement to Norton Rose Fulbright US, LLP (Fulbright) for disclosure counsel services through a competitive procurement in connection with the Commission's 2009 sales tax revenue bond issuance. The Commission

amended the agreement for subsequent debt transactions, including the toll revenue bond financing for the 91 Project and I-15 Express Lanes Project (I-15 ELP). Staff determined it would be more efficient and cost effective to continue to retain Fulbright in connection with potential continuing disclosure matters. Staff expects no cost increase in FY 2025/26.

Orrick, Herrington & Sutcliffe, LLP

Following a competitive procurement process in 2004, the Commission selected Orrick, Herrington & Sutcliffe, LLP (Orrick) as bond counsel to provide bond counsel services in connection with sales tax financings related to the 2009 Measure A program. The Commission amended the agreement for subsequent debt transactions, including the toll revenue bond financing for the 91 Project and I-15 ELP. Orrick has a high-level understanding of the Commission's 2009 Measure A program and related sales tax financings as well as the complex toll-supported debt agreements. Orrick also has significant experience with other transportation agencies, especially self-help counties. In the upcoming FY 2025/26, Staff has increased the budget for Orrick in the event project financing is entered into on behalf of the I-15 Express Lanes Southern Extension project. Furthermore, staff determined it would be more efficient and cost effective to continue to retain Orrick in connection with potential debt agreement matters.

Payden & Rygel

Following a competitive procurement process, the Commission selected Payden & Rygel in 2013 to provide investment advisory services for the Commission's operating funds. Given Payden & Rygel's knowledge and understanding of the Commission's investment policy requirements, staff believes it would be more efficient and cost effective for continuity purposes to retain Payden & Rygel during FY 2025/26 for investment advisory services of the Commission's operating funds. Staff estimates an increase of \$6,000 in anticipation of a higher market value for the portfolio, resulting in a slight increase in investment advisory services costs.

Stantec Consulting Services, Inc. (91 Express Lanes)

In September 2010, Stantec Consulting Services, Inc. (Stantec) was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that secured the financing for the 91 Project. Stantec performed the field work and analysis required to create the traffic and revenue model. Additionally, Stantec supported the development of the toll pricing methodology and traffic simulations, which supported corridor design decisions. Stantec continues to support staff with toll rate setting, corridor improvement project impacts, and traffic simulations. Stantec's long history of supporting the 91 Project provides staff with valuable insight into the actual performance of the express lanes. Each year staff and Stantec assess the needs for the following year and have developed a budget for the FY 2025/26 tasks at an estimated cost of \$590,000.

Stantec Consulting Services, Inc. (15 Express Lanes)

In April 2015, Stantec was selected under a competitive procurement process to provide consulting services for the development of the investment grade traffic and revenue study that

secured the Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the I-15 ELP. Stantec performed the field work and analysis required to create the traffic and revenue model. Stantec continues to provide traffic and revenue studies for the I-15 Express Lanes in addition to supporting staff with toll rate setting and dynamic pricing analysis. Additional support is needed in FY 2025/26 to support traffic and revenue studies, toll rate setting and dynamic pricing support. Each year staff and Stantec assess the needs for the following year and have developed a budget for the FY 2025/26 tasks at an estimated cost of \$250,000.

TransTrack Systems Inc.

In December 2005, the Commission approved a sole source agreement with TransTrack Systems Inc. (TransTrack) for the Transit Performance Manager software application implementation and training package. Major accomplishments over the years include customized reports to support the Commission's Annual Countywide State of Public Transit Report, adding both the SunLine Transit Agency and Commission Vanpool programs and statistics into the TransTrack modules as well as the Short-Range Transit Plan funding projections and requests within the system. TransTrack is an important tool in assisting staff to review the transit operators' performance to ensure compliance with the farebox recovery ratio and allows various programs to pull data that is required and report it into the National Transit Database.

TransTrack is unique as a one-of-a-kind software for the Commission to collect transit ridership information and provide the Commission with additional oversight monitoring capabilities. TransTrack also provides a way to monitor funding requests and submittals that other agencies do not utilize. The closest product is EcoInteractive, which Southern California Association of Governments (SCAG) and San Diego Association of Governments (SANDAG) use, but the cost far exceeds that of TransTrack. Staff expects a decrease of \$27,172 for FY 2025/26.

U.S. Bank National Association

U.S. Bank served as trustee for the sales tax financings since the inception of the 1989 Measure A program; the current U.S. Bank represents mergers, acquisitions, and name changes dating back to the 1990s. As trustee and in accordance with the debt agreements, U.S. Bank intercepts the Measure A sales tax receipts from the California Department of Tax and Fee Administration in order to withhold amounts required for debt service prior to releasing remaining funds to the Commission. In February 2005 following a competitive procurement, the Commission approved agreements with U.S. Bank to serve as the trustee and the issuing and paying agent for the commercial paper program related to interim financing for the 2009 Measure A program. When the Commission commenced 2009 Measure A program long-term debt financings, the Commission continued to use U.S. Bank as trustee for the 2009 Measure A sales tax debt program. The master and supplemental indentures for the commercial paper program and the sales tax bonds are agreements between the Commission and U.S. Bank through the life of the debt; any removal or resignation of the trustee requires adhering to specific procedures described in the master indenture. U.S. Bank provides the Commission a high level of responsive service and timely and accurate trustee statements; accordingly, staff desires the continuation of U.S. Bank as trustee for these programs. The 12 percent or \$6,000 increase reflects the trustee's administration of the Commission's debt requirements.

Specialized Services on Long-Term Projects for Multi-Year Contracts

Some contracts with consultants provide specialized services on long-term projects at a fixed rate. The contracts do not need to be negotiated annually as service level and pricing are not expected to change during the period of performance. Staff recommends Commission approval of multi-year agreements (Five-Year) with these consultants for the aggregate amount totaling \$585,945.

Specialized Services on Long-Term Projects for Five-Year Contracts

Schedule of Recurring Contracts for Specialized Services for Five years FY 2025/26 - FY 2029/30					
Consultant Name	Agreement Number	Description of Services	Budget FY 24/25	Budget FY 25/26	5-Year Contract
Exigis	15-19-017-06	Insurance tracking services/RiskWorks system	\$ 16,313.00	\$ 18,565.00	\$ 100,945.00
GCAP Services	13-31-002-12	Disadvantaged Business Enterprise (DBE) consulting services	\$ 25,000.00	\$ 25,000.00	\$ 125,000.00
Crown Castle	11-25-132-03	Dark Fiber Utility Provider	\$ 14,400.00	\$ 72,000.00	\$ 360,000.00
Total			\$ 55,713.00	\$ 115,565.00	\$ 585,945.00
Exigis :FY25/26= \$18,565, FY26/27= \$18,565, FY27/28= \$18,565, FY28/29= \$21,152,FY29/30= \$24,098					
GCAP Services : \$25,000 per Fiscal Year					
Crown Castle : \$72,000 per Fiscal Year					

Crown Castle

The Commission has invested in a robust network of closed-circuit television (CCTV) security cameras across all nine existing commuter rail stations and transit centers. These cameras are connected to the Riverside Downtown Operations Control Center (RDNOCC), located at the Riverside Downtown station, primarily via fiber optic lines installed through Caltrans infrastructure—except for the Jurupa Valley/Pedley station. At this location, CCTV connectivity is supported by a dark fiber network provided by Crown Castle. A contract with Crown Castle is necessary to ensure the continued reliable transmission of CCTV data to RDNOCC over a five-year term.

Crown Castle has served as the dark fiber provider for RCTC's commuter rail stations since 2011 and has previously invested in the equipment necessary to support the CCTV infrastructure alongside the dark fiber connection. Currently, RCTC is paying for dark fiber service between 4066 Vine Street, Riverside, CA 92507, and 6001 Pedley Road, Riverside, CA 92509.

With the recent addition of approximately 70 new CCTV cameras, additional dark fiber lines are now required to support the increased data load. The proposed new connections will link the following commuter rail stations:

- Perris Downtown Station to Riverside Downtown Station
- Hunter Park Station to Riverside Downtown Station


Under the proposed five-year agreement, Crown Castle will offer the most competitive rate. Previously, RCTC paid \$1,200 per month for a single dark fiber line. With the recent expansion of the stations CCTV security cameras system and inclusion of the two new fiber lines, RCTC will now be billed for three total lines at a rate of \$2,000 per line, totaling \$6,000 per month. This increase reflects both the additional services and inflation-related cost adjustments since the original contract was established 14 years ago.

Exigis

In June 2015 following a competitive procurement process, the Commission awarded Exigis a professional services agreement to use the RiskWorks risk management operation system (RiskWorks) for insurance tracking services. The Commission enters into numerous agreements for a variety of services annually. Prior to award and throughout the term of agreements, staff must verify all contracted firms have current insurance which complies with each associated agreement. Exigis' RiskWorks system allows for efficient, automated administration of the insurance certificate tracking process. Exigis, through RiskWorks, administers all insurance related correspondence to firms awarded agreements by the Commission and executes insurance compliance functions including: issue insurance information requests, reminders, notices, and renewal requests; maintain vendor account profiles; receive and process certificates of insurance and policy endorsements; evaluate compliance of insurance information with contractually mandated minimums; maintain a searchable and readily accessible archive of insurance records, related documentation, and vendor account information; view vendor compliance evaluation(s), certificates of insurance, policy endorsements, and process communications; and review exceptions and respond to terminal compliance deficiencies (i.e. waive, reject, return for further revision, etc.). Staff recommends the Commission retain Exigis through June 30, 2030, for a not to exceed amount of \$100,945 for continued insurance tracking services.

GCAP Services, Inc.

GCAP Services, Inc. provides Disadvantaged Business Enterprise (DBE) consulting and compliance services to the Commission, including goal calculations, good faith efforts review, program development, and outreach to small and disadvantaged businesses. GCAP Services, Inc. has over 27 years of experience providing DBE compliance services to 41 public agencies within California and have delivered over 400 high-quality consulting engagements to federal, state, county, and local government agencies. Since October 2011, GCAP Services, Inc. has been assisting the Commission in the DBE calculation of contract goals and the development of its Small Business Enterprise (SBE) program to meet state and federal requirements. GCAP Services' level of effort will remain the same for FY 2025/26 as they will provide outreach services for the I-15 Express Lanes Southern Extension project, the Commission's Federal Highway Administration and Federal Transit Administration DBE goal calculation and analysis, and the continued review of good faith efforts on a project-by-project basis as goal calculations have been increasing at the state and federal level. Staff recommends the Commission retain GCAP Services, Inc. through June 30, 2030, for a not to exceed the amount of \$125,000 for continued DBE program consulting and compliance services.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$15,686,019 \$470,380
Source of Funds:	Measure A, Local Transportation Fund, Transportation Development Act, Transportation Uniform Mitigation Fees, toll revenues, other reimbursements, Caltrans FSP, SAFE and interest			Budget Adjustment:	No
GL/Project Accounting No.:		Various			
Fiscal Procedures Approved:				Date:	05/19/2025

AGENDA ITEM 7C

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Linda Fakhouri, Senior Procurement Analyst Jose Mendoza, Procurement Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreements for On-Call Internal Audit Services

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award the following agreements to provide on-call internal audit services for a three-year term, and two, one-year options to extend the agreements, in an amount not to exceed an aggregate value of \$600,000;
 - a) Agreement No. 25-19-052-00 with BCA Watson Rice, LLP;
 - b) Agreement No. 25-19-103-00 with Eadie and Payne, LLP;
 - c) Agreement No. 25-19-104-00 with Vasquez and Company, LLP;
- 2) Authorize the Executive Director, or designee, to execute task orders awarded to consultants under the terms of the agreements; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements including the option terms, on behalf of the Commission.

BACKGROUND INFORMATION:

Pre-award audits for the Commission's architectural and engineering (A&E) contracts are required by Caltrans Independent Office of Audits and Investigations in order to comply with state and federal funding requirements. These audits must be performed and completed prior to award of A&E services contracts to ensure Commission eligibility of state and federal funding.

Since 2007, the Commission has contracted with auditing firms to perform various on-call internal audit services, including audits related to mandated pre-award audits and contract close outs, as well as other reviews and assistance. The primary function performed is the pre-award audit of consultants entering into agreements with the Commission for A&E services to ensure compliance with state and federal cost principles. These services include but are not limited to the performance of a cost analysis to ensure all costs are allowable and in compliance with federal and state requirements and retain documentation of negotiation activities and resources. Additionally, contract hourly rates for each key personnel and/or classification of employees proposed in cost proposals must be determined reasonable for the work performed and actual, allowable, and allocable in accordance with the federal cost principles. The utilization of internal

auditors for pre-award audit services has resulted in effective contract negotiations and cost savings to the Commission.

DISCUSSION:

BCA Watson Rice, LLP is currently under contract with the Commission to perform on-call internal audit services and the contract is set to expire on June 30, 2025. Staff publicly advertised and competed these services to enter into multiple on-call agreements to continue pre-award audits of its A&E contracts. Due to the high volume of A&E procurements, multiple on-call agreements will give staff the available resources to ensure the timely completion of the pre-award audits. In addition, competing these services allows the Commission to select multiple firms with the required knowledge, experience, and competitive rates in today's market to perform the services. It is critical these audits are performed in a timely and satisfactory manner to meet project delivery milestones. Therefore, firms with knowledge of the Caltrans Local Assistance Procedures Manual and Federal Acquisition Regulation were sought when competing these services to streamline the pre-award audit process and minimize delays to project delivery schedules.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm and personnel and understanding and approach for on-call internal audit services as set forth under the terms of Request for Proposals (RFP) No. 25-19-052-00.

RFP No. 25-19-052-00 for On-Call Internal Audit Services was released by staff on February 12, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 402 firms, two (2) of which are located in Riverside County. Through the PlanetBids site, 20 firms downloaded the RFP. Staff responded to all questions submitted by potential proposers by March 5, 2025. Nine firms – Baker Tilly Advisory Group (Chicago, IL); BCA Watson Rice (Torrance, CA); Clifton Larson Allen (Pasadena, CA); Crowe (Costa Mesa, CA); Eadie and Payne (Riverside); Macias Gini & O'Connell (Los Angeles); Moss Adams (Irvine, CA); UHY Advisors Mid-Atlantic (Columbia MD); and Vasquez & Company (Glendale, CA) - submitted responsive proposals prior to the 2:00 p.m. submittal deadline on March 20, 2025. Utilizing the evaluation criteria set forth in the RFP, all firms were evaluated and scored by an evaluation committee comprised of Commission staff.

As a result of the evaluation committee's assessment of the written proposals and according to the terms of the RFP, the evaluation committee determined three firms – BCA Watson Rice; Eadie and Payne; and Vasquez and Company – to be the most qualified firms to provide on-call internal audit services. The evaluation committee recommends contract awards to these three firms for a three-year term, and two one-year options to extend the agreements for a total period of


performance of up to five years, in the aggregate amount not to exceed \$600,000, as these firms earned the highest total evaluation scores.

The multiple award, on-call, indefinite delivery/indefinite quantity task order type contracts do not guarantee work to any of the awardees; therefore, no funds are guaranteed to any consultant. Pre-qualified consultants will be selected for specific tasks based on qualification information contained in their proposals and/or competitive fee proposals for the specific tasks. Services will be provided through the Commission's issuance of contract task orders to the consultants on an as-needed basis.

The Commission's model on-call professional services agreement will be entered into with each consultant firm, subject to any changes approved by the Executive Director, pursuant to legal counsel review. Staff oversight of the contracts and task orders will maximize the effectiveness of the consultants and minimize costs to the Commission.

FISCAL IMPACT:

The \$600,000 is anticipated to be used over the five-year term of the agreements, with approximately \$120,000 budgeted each year beginning in Fiscal Year 2025/26. Funding for these services in the FY 2025/26 budget will be provided by various fund sources as each pre-award audit is expensed to its respective project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/30+	Amount:	\$120,000 \$480,000
Source of Funds:	Various			Budget Adjustment:	No
GL/Project Accounting No.:	Various				
Fiscal Procedures Approved:				Date:	05/19/2025

Attachments:

- 1) Draft Agreement No. 25-19-052-00 with BCA Watson Rice, LLP
- 2) Draft Agreement No. 25-19-103-00 with Eadie and Payne, LLP
- 3) Draft Agreement No. 25-19-104-00 with Vasquez and Company, LLP

Agreement No. 25-19-052-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH BCA WATSON RICE LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **BCA WATSON RICE LLP** ("Consultant"), a **PARTNERSHIP**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL INTERNAL AUDIT SERVICES** to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.3 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued pursuant to this Agreement. All Services shall be subject to,

and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

3.4 Schedule of Services. Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.5 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes,

income tax withholding, unemployment insurance, and workers' compensation insurance. 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.

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Michael de Castro, Helen Chu, Julie Ta, Marialyn Labastilla, or as otherwise identified in the Task Order.

3.8 Commission's Representative. Commission hereby designates **EXECUTIVE DIRECTOR**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.9 Consultant's Representative. Consultant hereby designates **MICHAEL DE CASTRO**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained

throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, ITS officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury,

personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the

Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect them 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) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, its directors, officials, officers, employees and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Commission, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing

apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto.

The total amount payable by Commission per Task Order shall not exceed the amount set forth in each Task Order. The total compensation for all Task Orders issued under this Agreement shall not exceed **SIX HUNDRED THOUSAND (\$600,000)** without written approval of Commission's Executive Director ("Total Compensation").

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final

payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement or any Task Order is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

BCA Watson Rice LLP
2355 Crenshaw Blvd
Suite 150
Torrance, CA 90501
Attn: Michael de Castro

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission is further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its

directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without

prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH BCA WATSON RICE LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
BCA WATSON RICE LLP**

By: _____
Aaron Hake, Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

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SCOPE OF SERVICES

The Commission seeks to establish a bench of up to three (3) Consultant(s) to perform pre-award audit services. Task orders shall be awarded through an additional qualification-based selected process, with consideration of price reasonableness.

The main objective of the scope of services to be performed by the Consultant(s) is to conduct Agreed-Upon Procedures Contract Pre-Award Cost Review of architectural and engineering firms selected for contract award by the Commission. The primary objectives of this pre-award cost review will include: 1) ensure that the proposed indirect cost rates, labor rates, other direct costs, and fixed fee are adequately supported, reasonable, allowable and allocable and in conformity with the Federal Acquisition Regulations Part 31.2, and 2) ascertain whether the pricing or cost data are current, accurate and complete.

In addition to the aforementioned pre-award audits, the following areas are intended to be guidelines as to the type of assignments that may also be addressed by the Consultant:

- Construction and Engineering Audits - Audits of construction or engineering projects may include reviews of existing construction or engineering contracts for compliance with the terms of the contract or pre-award/post award reviews of construction related projects.
- Information Systems Audits - Information systems audits of Commission applications, including potential reviews of hardware and software and related controls. These reviews may be related to a proposed system development project or to an existing application.
- Investigative Reviews - These reviews would generally involve employees or vendors and include reviewing the accuracy and completeness of information provided to the Commission.
- Contract Closeout - These audits involve reviewing the contract for goods/services received by the Commission and validation of charges billed to the Commission.
- Special Reviews - These reviews will be performed as requested by management or the audit oversight committee designated by the Commission.
- Administrative Assistance - Administrative assistance in the areas of policy and procurement development (both office and program related), review and improvement of business practices, and development and implementation of operating procedures and other assistance needed.

An audit report will be issued for each scope-defined audit. The contents of the audit report will vary depending on the issues or problems disclosed and the nature of the audit. Each audit report will be completed by the Consultant(s) for Commission review within thirty (30) days of audit initiation.

Each audit report will contain as a minimum, the following elements:

- The objective and scope of the engagement.
- A management summary of the results of the audit.
- The specific findings, with adequate descriptions of weaknesses identified.
- The appropriate and reasonable recommendations to correct the identified weaknesses; and
- Response to findings and recommendations by responsible Commission Manager and Director.

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EXHIBIT "B"

COMPENSATION

[__INSERT__]

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EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 120,000.00
FY 2027/28	Services	120,000.00
FY 2028/29	Services	120,000.00
FY 2029/30	Services	120,000.00
FY 2030/31	Services	120,000.00
SUBTOTAL		600,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 600,000.00

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.

Agreement No. 25-19-103-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH EADIE AND PAYNE LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **EADIE AND PAYNE LLP** ("Consultant"), a **PARTNERSHIP**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL INTERNAL AUDIT SERVICES** to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.3 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued pursuant to this Agreement. All Services shall be subject to,

and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

3.4 Schedule of Services. Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.5 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes,

income tax withholding, unemployment insurance, and workers' compensation insurance. 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.

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Eden Casareno, Brandon Ferrell, Panida Kongpetch, Victoria Simmons, or as otherwise identified in the Task Order.

3.8 Commission's Representative. Commission hereby designates **EXECUTIVE DIRECTOR**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.9 Consultant's Representative. Consultant hereby designates **EDEN CASARENO**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained

throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, ITS officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury,

personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the

Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect them 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) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, its directors, officials, officers, employees and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Commission, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing

apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto.

The total amount payable by Commission per Task Order shall not exceed the amount set forth in each Task Order. The total compensation for all Task Orders issued under this Agreement shall not exceed **SIX HUNDRED THOUSAND (\$600,000)** without written approval of Commission's Executive Director ("Total Compensation").

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final

payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement or any Task Order is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Eadie and Payne LLP
3880 Lemon Street
Suite 300
Riverside, CA 92501
Attn: Eden Casareno

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission is further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its

directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without

prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH EADIE AND PAYNE LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
EADIE AND PAYNE LLP**

By: _____
Aaron Hake, Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

DRAFT

SCOPE OF SERVICES

The Commission seeks to establish a bench of up to three (3) Consultant(s) to perform pre-award audit services. Task orders shall be awarded through an additional qualification-based selected process, with consideration of price reasonableness.

The main objective of the scope of services to be performed by the Consultant(s) is to conduct Agreed-Upon Procedures Contract Pre-Award Cost Review of architectural and engineering firms selected for contract award by the Commission. The primary objectives of this pre-award cost review will include: 1) ensure that the proposed indirect cost rates, labor rates, other direct costs, and fixed fee are adequately supported, reasonable, allowable and allocable and in conformity with the Federal Acquisition Regulations Part 31.2, and 2) ascertain whether the pricing or cost data are current, accurate and complete.

In addition to the aforementioned pre-award audits, the following areas are intended to be guidelines as to the type of assignments that may also be addressed by the Consultant:

- Construction and Engineering Audits - Audits of construction or engineering projects may include reviews of existing construction or engineering contracts for compliance with the terms of the contract or pre-award/post award reviews of construction related projects.
- Information Systems Audits - Information systems audits of Commission applications, including potential reviews of hardware and software and related controls. These reviews may be related to a proposed system development project or to an existing application.
- Investigative Reviews - These reviews would generally involve employees or vendors and include reviewing the accuracy and completeness of information provided to the Commission.
- Contract Closeout - These audits involve reviewing the contract for goods/services received by the Commission and validation of charges billed to the Commission.
- Special Reviews - These reviews will be performed as requested by management or the audit oversight committee designated by the Commission.
- Administrative Assistance - Administrative assistance in the areas of policy and procurement development (both office and program related), review and improvement of business practices, and development and implementation of operating procedures and other assistance needed.

An audit report will be issued for each scope-defined audit. The contents of the audit report will vary depending on the issues or problems disclosed and the nature of the audit. Each audit report will be completed by the Consultant(s) for Commission review within thirty (30) days of audit initiation.

Each audit report will contain as a minimum, the following elements:

- The objective and scope of the engagement.
- A management summary of the results of the audit.
- The specific findings, with adequate descriptions of weaknesses identified.
- The appropriate and reasonable recommendations to correct the identified weaknesses; and
- Response to findings and recommendations by responsible Commission Manager and Director.

DRAFT

EXHIBIT "B"

COMPENSATION

[__INSERT__]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 120,000.00
FY 2027/28	Services	120,000.00
FY 2028/29	Services	120,000.00
FY 2029/30	Services	120,000.00
FY 2030/31	Services	120,000.00
SUBTOTAL		600,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 600,000.00

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.

Agreement No. 25-19-104-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH VASQUEZ & COMPANY LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **VASQUEZ & COMPANY LLP** ("Consultant"), a **PARTNERSHIP**.

2. RECITALS.

2.1 Commission is the County Transportation Commission for Riverside County, with responsibility for, among other things, implementing or allocating funding for various transportation programs and projects throughout the County of Riverside ("County").

2.2 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission. Consultant represents that it is a professional consultant, experienced in providing **ON-CALL INTERNAL AUDIT SERVICES** to public clients, is licensed in the State of California, if required, and is familiar with the plans of Commission.

2.3 Services shall be provided on the terms and conditions set forth in this Agreement and in the task order(s) to be solicited, awarded and authorized by Commission as further described in this Agreement ("Task Order") for future projects as set forth herein and in each Task Order (each such project shall be designated a "Project" under this Agreement).

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are generally described in Exhibit "A" attached hereto and incorporated herein by reference. The Services shall be more particularly described in the individual Task Orders issued pursuant to this Agreement. All Services shall be subject to,

and performed in accordance with, this Agreement, the relevant Task Order, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 Task Orders; Commencement of Services. Services under this Agreement shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Consultant's Task Order proposal, Commission shall issue a purchase order or executed task order for the Services ("Commission's Task Order Authorization"). Consultant's agreement to the final terms of a proposed Task Order, Commission's Task Order Authorization and Consultant's commencement of the Services shall indicate the Parties' agreement to the terms of the relevant Task Order.

Consultant shall commence Services under a Task Order within five (5) days of receiving Commission's Task Order Authorization.

Consultant shall not commence performance of any services or work until this Agreement has been approved by Commission, and a Task Order has been authorized as detailed in this Section. No payment will be made for any services or work performed prior to approval of this Agreement, and receipt of Commission's Task Order Authorization.

3.3 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines set forth in a Task Order. The Commission, at its sole discretion, may extend this Agreement for two additional, two-year option terms.

3.4 Schedule of Services. Consultant shall perform the Services expeditiously, in accordance with the Schedule of Services set forth in a Task Order. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, Commission shall respond to Consultant's submittals in a timely manner. Upon request of the Commission, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.5 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes,

income tax withholding, unemployment insurance, and workers' compensation insurance. 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.

3.6 Conformance to Applicable Requirements; Coordination. All work prepared by Consultant shall be subject to the approval of Commission. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.7 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: Roger Martinez, Tonette Santillan, Isidro Conde, Emer Fabro, Jason Tagasa, Melissa Ojeda, Ronelle Aceron, or as otherwise identified in the Task Order.

3.8 Commission's Representative. Commission hereby designates **EXECUTIVE DIRECTOR**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.9 Consultant's Representative. Consultant hereby designates **ROGER MARTINEZ**, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required

to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, ITS officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

3.12.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.12.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; and (3) *if Consultant has an employees, Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

3.12.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(A) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the

Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect them 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) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to include a waiver of subrogation in favor of the Commission, its directors, officials, officers, employees and agents or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the Commission, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) 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.

(vi) 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.

(vii) 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.

(viii) 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.

(ix) 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.

3.12.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.12.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.12.8 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.13 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A)

adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto.

The total amount payable by Commission per Task Order shall not exceed the amount set forth in each Task Order. The total compensation for all Task Orders issued under this Agreement shall not exceed **SIX HUNDRED THOUSAND (\$600,000)** without written approval of Commission's Executive Director ("Total Compensation").

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Separate statements itemizing all costs are required for all work performed under each Task Order. Commission shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a

representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Commission may terminate Services under a Task Order, at any time, for any or no reason, with the effective date of termination to be specified in the notice of termination of Task Order. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement or any Task Order is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement or any Task Order is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.17 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

Vasquez & Company
655 N. Central Avenue
Glendale, CA 91203

Attn: Roger Martinez

COMMISSION:

Riverside County
Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501

Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.18 Ownership of Materials/Confidentiality.

3.18.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following

termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission is further granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

3.18.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission, or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission, and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

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

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement without liability.

3.27.2 Conflict of Interest. For the term of this Agreement, no member, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.27.3 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.30.1 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

3.31 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall

employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant.

3.32 No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.33 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.41 Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.42 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.45 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR ON-CALL INTERNAL AUDIT SERVICES
WITH VASQUEZ & COMPANY LLP**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
VASQUEZ & COMPANY LLP**

By: _____
Aaron Hake, Executive Director

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"

SCOPE OF SERVICES

[__INSERT__]

DRAFT

SCOPE OF SERVICES

The Commission seeks to establish a bench of up to three (3) Consultant(s) to perform pre-award audit services. Task orders shall be awarded through an additional qualification-based selected process, with consideration of price reasonableness.

The main objective of the scope of services to be performed by the Consultant(s) is to conduct Agreed-Upon Procedures Contract Pre-Award Cost Review of architectural and engineering firms selected for contract award by the Commission. The primary objectives of this pre-award cost review will include: 1) ensure that the proposed indirect cost rates, labor rates, other direct costs, and fixed fee are adequately supported, reasonable, allowable and allocable and in conformity with the Federal Acquisition Regulations Part 31.2, and 2) ascertain whether the pricing or cost data are current, accurate and complete.

In addition to the aforementioned pre-award audits, the following areas are intended to be guidelines as to the type of assignments that may also be addressed by the Consultant:

- Construction and Engineering Audits - Audits of construction or engineering projects may include reviews of existing construction or engineering contracts for compliance with the terms of the contract or pre-award/post award reviews of construction related projects.
- Information Systems Audits - Information systems audits of Commission applications, including potential reviews of hardware and software and related controls. These reviews may be related to a proposed system development project or to an existing application.
- Investigative Reviews - These reviews would generally involve employees or vendors and include reviewing the accuracy and completeness of information provided to the Commission.
- Contract Closeout - These audits involve reviewing the contract for goods/services received by the Commission and validation of charges billed to the Commission.
- Special Reviews - These reviews will be performed as requested by management or the audit oversight committee designated by the Commission.
- Administrative Assistance - Administrative assistance in the areas of policy and procurement development (both office and program related), review and improvement of business practices, and development and implementation of operating procedures and other assistance needed.

An audit report will be issued for each scope-defined audit. The contents of the audit report will vary depending on the issues or problems disclosed and the nature of the audit. Each audit report will be completed by the Consultant(s) for Commission review within thirty (30) days of audit initiation.

Each audit report will contain as a minimum, the following elements:

- The objective and scope of the engagement.
- A management summary of the results of the audit.
- The specific findings, with adequate descriptions of weaknesses identified.
- The appropriate and reasonable recommendations to correct the identified weaknesses; and
- Response to findings and recommendations by responsible Commission Manager and Director.

DRAFT

EXHIBIT "B"

COMPENSATION

[__INSERT__]

DRAFT

EXHIBIT "B"

COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2026/27	Services	\$ 120,000.00
FY 2027/28	Services	120,000.00
FY 2028/29	Services	120,000.00
FY 2029/30	Services	120,000.00
FY 2030/31	Services	120,000.00
SUBTOTAL		600,000.00
OTHER DIRECT COSTS		-
TOTAL COSTS		\$ 600,000.00

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.

AGENDA ITEM 7D

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Michele Cisneros, Deputy Director of Finance Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Financial Statements

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Financial Statements for the nine months ended March 31, 2025.

BACKGROUND INFORMATION:

During the period July 2024 through March 2025, staff monitored the revenues and expenditures of the Commission. The attached financial statements presented on both a quarterly budget to actual basis and by fund denote the transactions during the most recently completed nine-month period.

The operating statement (quarterly budget to actual) presents Measure A, Local Transportation Fund (LTF), State Transit Assistance, and State of Good Repair sales tax revenue throughout the third quarter at 60 percent of the budget. This is a result of the Governmental Accounting Standards Board (GASB) Statement No. 33, *Accounting and Financial Reporting for nonexchange Transactions*. GASB Statement No. 33 which requires sales tax revenues such as Measure A and LTF to be accrued for the period in which they are collected at the point of destination or sale, as applicable.

The California Department of Tax and Fee Administration collects Measure A and LTF funds and remits these funds to the Commission after the reporting period for the businesses. This creates a two-month lag in the receipt of revenues by the Commission. Accordingly, these financial statements reflect Measure A and LTF revenues related to collections for the period July 2024 through January 2025.

When compared to the prior fiscal year during the same period (July through January receipts), Measure A and LTF sales tax revenues are 1.55 percent and 2.99 percent lower, respectively. State Transit Assistance and State of Good Repair revenues are also presented which include two quarterly allocations (within the Sales Taxes categories). Third quarter of Fiscal Year 2024/25

revenues are expected to be received in the upcoming reporting period. Staff will continue to monitor sales tax trends and report to the Commission any necessary adjustments related to current revenue projections.

Federal, state, and local reimbursements are received on a reimbursement basis. The Commission will receive these revenues as eligible project costs are incurred and invoiced to the respective agencies. Reimbursement invoices for expenditures through the third quarter (FY 2024/25) will be prepared and submitted during the upcoming quarter (FY 2024/25). Furthermore, also during the current fiscal year, the Commission received approximately \$138 million in SB125 funding for the Transit and Intercity Rail Capital Program and Zero-Emission Transit Capital Program (TIRCP), administered by the California State Transportation Agency. This revenue source is reported under the state reimbursements category and exceeded our budgeted amount for FY 2024/25.

The Commission has estimated Transportation Uniform Mitigation Fee (TUMF) revenues at \$30 million for the current fiscal year. During the third quarter of FY 2024/25, the Commission received TUMF revenues for the period July 2024 through December 2024. The Commission expects to receive January 2025 thru March 2025 receipts during the upcoming period.

The RCTC 91 Express Lanes and 15 Express Lanes toll revenues, penalties, and fees collected during total approximately \$77 million and \$39 million, respectively, totaling \$116 million through March 31, 2025. The operating statement shows toll revenues, penalties, and fees at 97 percent of the budget. This reflects periodic toll rate changes made based on traffic volumes according to the approved toll policy along with increased demand along the corridor. Staff will continue to monitor the toll transactions and/or trips and non-toll revenues.

The operating statement (Quarterly Budget to Actual) also depicts other revenues received at 168 percent of the approximately \$10 million FY 2024/25 budget. Specifically, a contribution of \$9 million from the 15 Express Lanes for the payoff of a Measure A loan is reflected along with further collection of property management lease revenues.

During the FY 2024/25 budget process, the Commission estimated investment income at \$34 million. The operating statement (Quarterly Budget to Actual) shows investment income, which includes net unrealized investment gains and losses at approximately \$43 million.

The expenditure/expenses and other financing sources/uses categories are in line overall with the expectations with the following exceptions:

- Salaries and benefits are under budget primarily due to unfilled positions for an External Affairs Director, IT Administrator, Senior Accountant, two Senior Capital Projects Managers, and Senior Procurement Analyst;
- Professional services are under budget primarily due to unused budget authority for general legal services; financial advisory services; audit services; rail operations and

development activities; and highway, commuter assistance, specialized transportation, and regional conservation-other professional services;

- Support Costs are in line with budgetary expectations. These costs primarily include Commission lease, lease (office space) expense, and maintenance and repairs for Commission owned stations.
- Program operations are under budget due to unused budget authority for rail station security; toll operations; motorist and commuter assistance program operations; and highway and rail program management;
- The status of significant Commission capital projects (engineering, construction, design-build, and right of way/land – expenditure categories) with budget amounts exceeding \$5 million is discussed within Attachment 1;
- Operating and capital disbursements are made as claims are submitted to the Commission by transit operators;
- Special studies unused budget authority is related to feasibility studies that have not yet been initiated;
- Local street and roads expenditures are related to Measure A sales tax revenues. The financial statements reflect the disbursement for the period July 2024 through January 2025;
- Regional arterial expenditures represent activity for the highway and regional arterial program administered by the Coachella Valley Association of Governments (CVAG). CVAG requests reimbursements from the Commission based on available funds and sufficient budget authority;
- Principal payments are made annually on June 1 for commissioned owned debt, while debt service interest payments are made semiannually on both December 1 and June 1. In accordance with the applicable accounting standards related to the RCTC 91 and 15 Express Lanes Enterprise funds record accrued and compounded interest on its related debt such as the RCTC 91 Express Lanes 2021 Toll Refunding Bonds and 2013 Toll Revenue Bonds, and Series B capital appreciation bonds for the 91 Project.

Principal payments for the FY 2024/25 budget were increased due to the October 2024 Commission payoff approval for the I-15 Express Lanes Transportation Infrastructure Finance and Innovation Act (TIFIA) loan. The payoff of the loan in approximately \$174 million was completed in October 2024. However, the principal payment is not reflected in the operating statement due to applicable Accounting standards.

- Capital outlay expenditures are under budget due to unused budget authority for office improvements, property improvements for station rehabilitation, toll operations equipment, and Commission network, hardware, and software improvements;
- Depreciation is recorded as part of the accrual adjustments in the RCTC 91 and 15 Express Lanes Enterprise funds accounting records; however, depreciation is considered a non-cash transaction and not included in the FY 2024/25 budget; and
- Transfers in and out include the second quarter administrative cost allocation process, Measure A Sales Tax Bonds debt funding, and LTF disbursements for planning and programming activities.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

Attachments:

- 1) Quarterly Project Status – thru March 2025
- 2) Quarterly Financial Statements – thru March 2025

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY BUDGET TO ACTUAL
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025

	FY 2024/25 BUDGET	3rd QUARTER ACTUAL	REMAINING BALANCE	PERCENT UTILIZATION
Revenues				
Sales tax	451,916,600	269,736,716	182,179,884	60%
Federal reimbursements	75,121,600	15,748,430	59,373,170	21%
State reimbursements	128,027,600	146,346,526	(18,318,926)	114%
Local reimbursements	73,809,100	19,025,297	54,783,803	26%
Transportation Uniform Mitigation Fee	30,000,000	15,464,083	14,535,917	52%
Tolls, penalties, and fees	119,373,000	116,220,511	3,152,489	97%
Other revenues	9,767,500	16,367,685	(6,600,185)	168%
Investment income	33,880,600	43,255,624	(9,375,024)	128%
Total revenues	921,896,000	642,164,871	279,731,129	70%
Expenditures/Expenses				
Salaries and benefits	19,954,400	10,872,428	9,081,972	54%
Professional and support				
Professional services	27,085,500	9,240,445	17,845,055	34%
Support costs	21,229,800	13,046,750	8,183,050	61%
Total Professional and support costs	48,315,300	22,287,195	26,028,105	46%
Projects and operations				
Program operations	55,225,500	31,084,476	24,141,024	56%
Engineering	61,061,700	6,461,625	54,600,075 A	
Construction	257,900,000	45,806,954	212,093,046	18%
Design Build	19,143,000	4,560,820	14,582,180	24%
Right of way/land	73,550,500	13,566,476	59,984,024	18%
Operating and capital disbursements	328,846,900	159,387,433	169,459,467	48%
Special studies	9,531,000	1,616,484	7,914,516	17%
Local streets and roads	79,969,200	48,753,895	31,215,305	61%
Regional arterials	37,500,000	26,602,317	10,897,683	71%
Total projects and operations	922,727,800	337,840,479	584,887,321	37%
Debt service				
Principal	212,537,500	-	212,537,500	0%
Interest	60,149,300	38,786,134	21,363,167	64%
Total debt service	272,686,800	38,786,134	233,900,667	14%
Capital outlay	13,088,000	6,372,203	6,715,797	49%
Depreciation	-	18,598,110	(18,598,110)	N/A
Loss on sale of land	-	-	-	N/A
Total Expenditures/Expenses	1,276,772,300	434,756,549	842,015,751	34%
Excess revenues over (under) expenditures/expenses	(354,876,300)	207,408,323	(562,284,623)	-58%
Other financing sources/(uses)				
Transfer in	224,429,100	144,696,817	79,732,283	64%
Transfer out	(224,429,100)	(144,696,817)	(79,732,283)	64%
Total financing sources/(uses)	-	(0)	0	N/A
Net change in fund balances	(354,876,300)	207,408,323	(562,284,623)	-58%
Fund balance July 1, 2024	1,278,326,000	1,655,935,491	1,278,326,000	130%
Fund balance March 31, 2025	923,449,700	1,863,343,814	716,041,377	202%

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY
BUDGET TO ACTUAL BY FUND
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025

	SPECIAL REVENUE FUNDS													
	GENERAL FUND	FSP/SAFE	WESTERN COUNTY	COACHELLA VALLEY	PALO VERDE VALLEY	LOCAL TRANSPORTATION FUND	STATE TRANSIT ASSISTANCE	STATE OF GOOD REPAIR	SB 125 - TIRCP	TRANSPORTATION UNIFORM MITIGATION FEE (TUMF)	COACHELLA VALLEY RAIL	OTHER AGENCY PROJECTS	REGIONAL CONSERVATION	SB132
Revenues														
Sales tax	\$ -	\$ -	\$ 130,868,505	\$ 30,337,426	\$ 556,105	\$ 90,265,868	\$ 14,829,281	\$ 2,879,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal reimbursements	1,175,713	-	13,807,826	-	-	-	-	-	-	-	-	-	-	-
State reimbursements	4,438,977	2,759,006	912,392	-	-	-	-	-	138,210,990	-	25,161	-	-	-
Local reimbursements	6,533	1,526	970,608	-	-	-	-	-	-	9,479,612	-	364,472	5,681,893	-
Transportation Uniform Mitigation Fee	-	-	-	-	-	-	-	-	-	15,464,083	-	-	-	-
Tolls, penalties, and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Other revenues	3,840,974	-	706,599	-	-	-	-	-	-	15,300	-	-	-	-
Investment income	934,521	281,007	10,699,323	1,874,783	-	7,405,827	3,840,033	324,109	2,205,620	4,233,678	48,807	17,931	15,489	385,574
Gain on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total revenues	10,396,717	3,041,539	157,965,253	32,212,210	556,105	97,671,695	18,669,314	3,203,640	140,416,610	29,192,672	73,969	382,403	5,697,382	385,574
Expenditures/Expenses														
Salaries and benefits	4,716,811	88,541	2,208,201	-	-	-	-	-	9,426	250,713	53,972	42,521	2,026,093	73,021
Professional and support														
Professional services	2,155,811	87,309	2,176,777	6,973	-	-	13,939	-	2,158	227,380	23,483	10,206	2,555,525	95,166
Support costs	3,048,034	69,155	2,596,219	-	-	-	-	-	-	208	941	-	449,834	9,818
Total Professional and support costs	5,203,844	156,463	4,772,996	6,973	-	-	13,939	-	2,158	227,588	24,424	10,206	3,005,359	104,984
Projects and operations														
Program operations	8,178	2,846,298	21,211,319	-	-	-	-	-	20,530	289,351	50,523	102,997	37,173	(4,986,923)
Engineering	-	-	5,345,024	-	-	-	-	-	-	862,568	1,720	252,313	-	-
Construction	-	-	42,226,815	-	-	-	-	-	-	527,591	-	-	-	-
Design Build	-	-	1,847,780	-	-	-	-	-	-	-	-	-	-	2,850,177
Right of way/land	-	-	9,007,687	-	-	-	-	-	900	4,334,991	-	4,299	200,914	17,684
Operating and capital disbursement	34,084,133	-	2,786,754	5,492,000	-	107,090,943	6,926,287	342,380	2,664,935	-	-	-	-	-
Special studies	1,523,666	-	92,818	-	-	-	-	-	-	-	-	-	-	-
Local streets and roads	-	-	37,686,491	10,524,099	543,305	-	-	-	-	-	-	-	-	-
Regional arterials	-	-	-	26,602,317	-	-	-	-	-	-	-	-	-	-
Total projects and operations	35,615,977	2,846,298	120,204,689	42,618,416	543,305	107,090,943	6,926,287	342,380	2,686,365	6,014,501	52,243	359,609	238,087	(2,119,062)
Debt service														
Principal	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of issuance	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total debt service	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital outlay	126,708	6,445	6,094,753	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Loss on sale of land	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures/Expenses	45,663,340	3,097,748	133,280,640	42,625,389	543,305	107,090,943	6,940,226	342,380	2,697,950	6,492,802	130,639	412,337	5,269,539	(1,941,058)
Excess revenues over (under) expenditures/e	(35,266,623)	(56,210)	24,684,613	(10,413,179)	12,800	(9,419,248)	11,729,088	2,861,259	137,718,660	22,699,870	(56,671)	(29,934)	427,843	2,326,632
Other financing sources/(uses)														
Transfer in	35,762,008	-	23,311,530	-	-	-	-	-	-	3,588	-	-	-	(5,000,000)
Transfer out	(987,900)	(187,700)	(104,558,191)	(335,400)	(21,500)	(27,914,308)	(772,524)	(900,233)	-	(3,984,712)	(27,700)	-	(1,333,800)	-
Total financing sources/(uses)	34,774,108	(187,700)	(81,246,661)	(335,400)	(21,500)	(27,914,308)	(772,524)	(900,233)	-	(3,981,124)	(27,700)	-	(1,333,800)	(5,000,000)
Net change in fund balances	(492,515)	(243,910)	(56,562,048)	(10,748,579)	(8,700)	(37,333,556)	10,956,563	1,961,026	137,718,660	18,718,747	(84,371)	(29,934)	(905,957)	(2,673,368)
Fund balance July 1, 2024	41,638,227	14,700,623	532,829,032	66,767,816	-	388,170,511	161,469,466	14,720,939	-	180,545,350	2,364,134	62,808	51,647	2,914,807
Fund balance March 31, 2025	\$ 41,145,713	\$ 14,456,714	\$ 476,266,984	\$ 56,019,237	\$ (8,700)	\$ 350,836,955	\$ 172,426,029	\$ 16,681,965	\$ 137,718,660	\$ 199,264,096	\$ 2,279,763	\$ 32,874	\$ (854,311)	\$ 241,439

BUDGET TO ACTUAL BY FUND
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025

	ENTERPRISE FUND		CAPITAL PROJECTS FUNDS				
	15 EXPRESS LANES	91 EXPRESS LANES	COMMERCIAL PAPER	SALES TAX BONDS	DEBT SERVICE	COMBINED TOTAL	
Revenues							
Sales tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	269,736,716
Federal reimbursements	-	-	-	-	764,891	-	15,748,430
State reimbursements	-	-	-	-	-	-	146,346,526
Local reimbursements	-	2,520,654	-	-	-	-	19,025,297
Transportation Uniform Mitigation f	-	-	-	-	-	-	15,464,083
Tolls, penalties, and fees	39,600,650	76,619,861	-	-	-	-	116,220,511
Other revenues	9,077,539	-	-	2,727,273	-	-	16,367,685
Investment income	2,684,394	6,934,061	526,074	78,636	765,757	-	43,255,624
Gain on sale of land	-	-	-	-	-	-	-
Total revenues	51,362,584	86,074,575	526,074	2,805,908	1,530,648	-	642,164,871
Expenditures/Expenses							
Salaries and benefits	484,861	918,267	-	-	-	-	10,872,428
Professional and support	854,051	1,031,670	-	-	-	-	9,240,445
Professional services	2,507,145	4,365,395	-	-	-	-	13,046,750
Support costs	3,361,196	5,397,065	-	-	-	-	22,287,195
Total Professional and support costs							
Projects and operations							
Program operations	5,185,794	6,319,235	-	-	-	-	31,084,476
Engineering	-	-	-	-	-	-	6,461,625
Construction	24,720	3,027,827	-	-	-	-	45,806,954
Design Build	-	(137,137)	-	-	-	-	4,560,820
Right of way/land	-	-	-	-	-	-	13,566,476
Operating and capital disbursement	-	-	-	-	-	-	159,387,433
Special studies	-	-	-	-	-	-	1,616,484
Local streets and roads	-	-	-	-	-	-	48,753,895
Regional arterials	-	-	-	-	-	-	26,602,317
Total projects and operations	5,210,514	9,209,926	-	-	-	-	337,840,479
Debt service							
Principal	-	-	-	-	-	-	-
Interest	2,390,229	18,921,760	-	-	17,474,144	-	38,786,134
Cost of issuance	-	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-	-
Total debt service	2,390,229	18,921,760	-	-	17,474,144	-	38,786,134
Capital outlay	1,534	142,762	-	-	-	-	6,372,203
Depreciation	9,406,026	9,192,085	-	-	-	-	18,598,110
Loss on sale of land	-	-	-	-	-	-	-
Total Expenditures/Expenses	20,854,359	43,781,865	-	-	17,474,144	-	434,756,549
Excess revenues over (under) expenditures/e	30,508,224	42,292,711	526,074	2,805,908	(15,943,496)	-	207,408,323
Other financing sources/(uses)							
Transfer in	35,040,115	3,500,000	-	210,934	51,868,642	-	144,696,817
Transfer out	(378,600)	766,800	-	(3,850,115)	(210,934)	-	(144,696,817)
Total financing sources/(uses)	34,661,515	4,266,800	-	(3,639,181)	51,657,708	-	(0)
Net change in fund balances	65,169,739	46,559,511	526,074	(833,273)	35,714,211	-	207,408,323
Fund balance July 1, 2024	282,917,899	(61,308,776)	11,847,729	2,790,423	13,452,855	-	1,655,935,491
Fund balance March 31, 2025	\$ 348,087,638	\$ (14,749,266)	\$ 12,373,804	\$ 1,957,151	\$ 49,167,067	\$ -	\$ 1,863,343,814

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025**

Project Description	FY 2024/25 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
<p>91 Express Lanes (P009103 & P009104) These projects provide pavement repair of SR-91 express lanes, the modification of the median barrier wall, the replacement of the active traffic management system, as well as the implementation of dynamic pricing, the occupancy detection system, and various miscellaneous software changes. The FY2024/25 budget amount is \$13,150,900.</p>	\$7,138,125	\$3,266,421	<p>The underrun of the FY 2024/25 budget in the third quarter is due to the following for each project:</p> <ul style="list-style-type: none"> Project 9103: 91 Express Lanes 5-year pavement analysis is complete. The under run in the third quarter of FY 2024/25 is due to Caltrans permitting delay. The construction will be 10% completed in FY 2024/2025 (\$0.2 million). The median barrier wall is complete and is pending close-out in FY 2024/25 (\$0.25 million). Project 9104: The underrun in the active traffic management system (\$0.94 million) is due to implementation delays. The project will be 95% completed in FY 2024/25. The underrun in the occupancy detection system (\$1.4 million) is due to invoicing delays. The underrun in 91 BOS implementation (\$0.6 million) is due to implementation delays. The project will be completed 60% in FY 2024/25. The miscellaneous software changes will be underrealized in FY 2024/25 for an estimated \$1.2 million.
<p>15/91 Express Lanes Connector (P003039) The 15/91 Express Lane Connector (ELC) project constructs an express lanes median direct connector from southbound I-15 to westbound SR-91 and from eastbound SR-91 to northbound I-15 in the city of Corona. The project also adds tolled express lanes in each direction of I-15 from the 15/91 ELC to Hidden Valley Parkway; adds a tolled express lane in each direction of SR-91 from east of Lincoln Avenue to the 15/91 ELC; extends the tolled express lane along eastbound SR-91 from I-15 to west of Promenade Avenue; and extends an eastbound auxiliary lane along SR-91 from west of I-15 to west of Promenade Avenue. The</p>	\$4,768,350	\$3,058,942	<p>The under run of the FY 2024/25 budget in the third quarter is due to late invoices from the design builder (\$1.3 million) and project construction manager (\$0.3 million).</p>

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 QUARTERLY PROJECT STATUS
 3rd QUARTER
 FOR NINE MONTHS ENDED 03/31/2025

Project Description	FY 2024/25 through 3 rd Quarter Budget	Expenditures through 3 rd Quarter Actuals	Project Status
<p>project also includes the addition of a toll collection system infrastructure along I-15 and SR-91. The estimated project cost is \$270 million, and the project is partially funded by state funds allocated under Senate Bill (SB) 132 legislation. The connector opened to traffic in 2023. The FY2024/25 budget amount is \$6,471,900.</p>			
<p>I-15 Express Lanes Southern Extension (P003044) The project will add express lanes between SR-74 and Cajalco Road. The estimated project cost is \$544 million with the Project Approval and Environmental Document (PA/ED) phase of work funded by federal Congestion Mitigation and Air Quality (CMAQ) funds and Measure A. The FY2024/25 budget amount is \$22,296,500.</p>	\$16,633,800	\$5,334,109	<p>The under run of the FY 2024/25 budget at the third quarter is due to slow billings from the project construction manager's subconsultants and the deferment in the release of the RFQ until after the DED to better assess the environmental risk (\$5.7 million). Another underrun is from preliminary engineering (\$4.7 million) that is expected to ramp up and produce documents in the fourth quarter.</p>

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 QUARTERLY PROJECT STATUS
 3rd QUARTER
 FOR NINE MONTHS ENDED 03/31/2025

Project Description	FY 2024/25 through 3 rd Quarter Budget	Expenditures through 3 rd Quarter Actuals	Project Status
Mid County Parkway (MCP) (P002302, P002317, P002320, P002324, & P002328) The environmental document for a new corridor from I-215 to SR-79 was approved in April 2015. The first design package is under construction. Construction of this new facility will be completed over many years as funding becomes available; the total project cost is estimated at \$1.3 to \$2.1 billion. The FY2024/25 budget amount is \$38,425,200.	\$22,305,675	\$11,657,718	The underrun of the FY 2024/25 budget for the third quarter is primarily due to the following for each project: <ul style="list-style-type: none"> • MCP: The minimal under run is due to preliminary engineering (\$0.02 million) and ROW support (\$0.02 million). • MCP I-215/Placentia Interchange: The minimal underrun for this project was due to construction management (0.01 million), and ROW support services (0.01 million). • MCP Mitigation: The first year of plant establishment was completed at the beginning of the third quarter in FY 2020/21 and the under run in the third quarter of FY 2024/25 was due to ROW acquisitions (\$ 1.6 million). • MCP2 and MCP3: The Commission approved the shift from MCP2 to MCP3 at the May 2022 Commission meeting. The under run on MCP2 was due to ROW acquisition/support services (\$3.9 million) and pending offers in negotiation for ROW acquisitions/support services (\$4.49 million) on MCP3.
71/91 Connector Project (P003021) The project includes ROW acquisition, utility relocation, and environmental revalidation work for improvements to the 71/91 connector. The estimated project cost is \$118 million. The FY2024/25 budget amount is \$55,775,500.	\$41,717,550	\$34,563,110	The under run of the FY 2024/25 budget in the third quarter is due to unused contingency for construction (\$6.2 million), construction management (\$0.3 million), and construction support services (\$0.2 million).

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025**

Project Description	FY 2024/25 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
SR-79 Project (P003003, P005127, & P005146) The project includes the preliminary engineering environmental document, which was approved in October 2016, ROW activities for the mitigation of the project, and Segment 3 design of a new county expressway (approximately 2.7 miles), including ROW acquisition. <i>The FY 2024/25 budget amount is \$28,449,200.</i>	\$21,384,900	\$4,334,521	The underrun of the FY2024/25 budget in the third quarter is primarily due to the following for each project: <ul style="list-style-type: none"> • SR-79 Realignment Study: The minimal underrun was due to preliminary engineering (\$0.05 million) and program management (\$0.02 million). • SR-79 Realignment ROW: The under run was due to ongoing negotiations with landowners for ROW acquisition (\$4.4 million). • SR-79 Re-Alignment Segment 3: The under run in design (\$2.2 million) was due to the Notice-to-Proceed being delivered February 2025. The underruns in ROW acquisitions (\$10.3 million) and ROW acquisition/support services (\$0.1 million) were due to in-progress negotiations with landholders.
Smart Freeways (P003051) The project includes environmental clearance, design, and commence construction of a pilot project to install a smart freeway system on northbound I-15 in the city of Temecula. <i>The FY2024/25 budget amount is \$19,499,300.</i>	\$15,468,525	\$2,522,363	The underrun of the FY 2024/25 budget in the third quarter is due to lower-than-expected costs for Information Technology System Operator (\$1.4 million), slow ramp-up for construction management (\$0.9 million), and construction (\$9.9 million).
Santa Ana River Trail Extension (SART) (P007201 & P007202) The Commission provides support to the Riverside County Regional Park and Open Space District (District) for the projects under a cooperative planning and development agreement. The District is the lead agency for environmental compliance for NEPA and CEQA, and the Commission is responsible for project oversight and approval, final design, and construction. The projects are a joint effort with several public and private agencies including	\$5,737,575	\$412,337	The under run of the FY 2024/25 budget at the third quarter is due to final design (\$0.2 million), ROW acquisition/support (\$3.37 million), construction (\$0.53 million) and construction management (\$0.78 million) for SART 2 that are not scheduled to commence until FY 2026/27. The minimal under run in SART 1 is due to the ramp down of final design (\$0.05 million) in preparations to start construction in FY 2026/27 contingent on funding from Riverside County Parks.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
 QUARTERLY PROJECT STATUS
 3rd QUARTER
 FOR NINE MONTHS ENDED 03/31/2025

Project Description	FY 2024/25 through 3 rd Quarter Budget	Expenditures through 3 rd Quarter Actuals	Project Status
<p>the county of Orange and the United States Army Corps of Engineers. The district is responsible for 100% of costs. The FY2024/25 budget amount is \$8,644,800.</p>			
<p>South Perris Station and Layover Facility (P003837) The South Perris Station and Layover Facility Project is the result of the combined efforts between the Commission and SCRRRA, to improve the existing loading platform, along the Metrolink Perris Valley Line. The improvements, along with other added amenities, will add 1,100 feet of new track which will service two additional passenger trains for load and deboarding services. In addition, the project includes a 4th layover track at the south layover maintenance yard for various operations of the track. The FY 2024/25 budget amount is \$10,949,400.</p>	\$8,209,650	\$687,780	The under run of the FY 2024/25 budget at the third quarter is due construction (\$5.6 million) that is not scheduled to commence until the third quarter of FY 2025/26, construction management (\$0.75 million), and construction support services (\$0.94 million).
<p>Moreno Valley-March Field station upgrade (P004026) The project will remove and replace approximately 2.5 miles of existing rail and wood ties with new rail and concrete ties, remove / replace / regrade track ballast, improve track drainage, install new track signals and Positive Train Control system, connect to existing signals and communication systems, build a new second passenger loading platform, extend the existing passenger loading platform to current Metrolink station standards, and perform other improvements necessary to bring the tracks into compliance with Metrolink standards. The FY 2024/25 budget amount is \$ 5,786,400.</p>	\$4,339,800	\$3,939,734	The under run of the FY 2024/25 budget in the third quarter is due to construction (\$0.37 million) and construction support services (\$0.12 million) that are offset by the slight overrun in construction management (\$0.14 million). Construction completed in the third quarter of FY 2024/25 and closeout is underway.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
QUARTERLY PROJECT STATUS
3rd QUARTER
FOR NINE MONTHS ENDED 03/31/2025**

Project Description	FY 2024/25 through 3rd Quarter Budget	Expenditures through 3rd Quarter Actuals	Project Status
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This list discusses the significant capital projects (i.e., total budgeted costs in excess of \$5 million) and related status. Capital project expenditures are affected by lags in invoices submitted by contractors and consultants, as well as issues encountered during certain phases of the projects. The capital projects budgets tend to be based on aggressive project schedules.

AGENDA ITEM 7E

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Daniel Hernandez, Budget Manager Michele Cisneros, Deputy Executive Director Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Appropriations Limit Fiscal Year 2025/26

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Adopt Resolution No. 24-005 *“Resolution of the Riverside County Transportation Commission Establishing the Annual Appropriations Limit”* for Fiscal Year 2025/26.

BACKGROUND INFORMATION:

Section 7910 of the California Government Code implements Article XIII B of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make documentation used to determine the appropriations limit available to the public 15 days prior to adoption of the resolution establishing the appropriations limit.

Staff performed the calculations necessary to determine the limit as \$683,037,127 for FY 2025/26. The resolution and documents supporting the calculation are attached. The Commission chose to use the percentage change in the California per capita personal income and population change within Riverside County as the factors in determining the appropriations limit. As required, calculations supporting the Commission’s proposed FY 2025/26 Appropriations Limit was posted on the Commission’s website.

Attachments:

- 1) Resolution No. 25-003
- 2) Riverside County Transportation Commission 2025/26 Appropriations Limit
- 3) California Per Capita Income and Population, Riverside County – California Department of Finance

RESOLUTION NO. 25-003

**RESOLUTION OF THE RIVERSIDE COUNTY TRANSPORTATION
COMMISSION ESTABLISHING THE ANNUAL APPROPRIATIONS LIMIT**

WHEREAS, Article XIII B of the California Constitution places an annual limitation upon appropriations from proceeds of taxes by each local government of the State of California; and

WHEREAS, in 1988, pursuant to Article XIII B, section 4 of the California Constitution, the Riverside County Transportation Commission established its appropriations limit at \$75 million for fiscal year 1988-1989 under ordinance No. 88-1; and

WHEREAS, Section 7910 of the California Government Code implements Article XIII B of the California Constitution by requiring each local jurisdiction to establish, by resolution, its appropriations limit for each fiscal year and to make the documentation used in determining the appropriations limit available to the public fifteen days prior to adoption of the resolution establishing the appropriations limit; and

WHEREAS, in accordance with Senate Constitutional Amendment No. 1 approved by the voters of the State effective June 6, 1990, beginning with Fiscal Year (FY) 1990/91 and for each fiscal year thereafter, the Commission's Board of Commissioners is required to select either the percentage change in California per capita personal income or the percentage change in the local assessment roll due to the addition of local non-residential construction, and either the population change within the Commission or the population change within Riverside County, as the two factors to be applied in calculating the appropriations limit for each fiscal year; and

WHEREAS, this Board wishes to select, as factors in determining the Commission's appropriation limit for FY 2025/26 the percentage change in California per capita personal income and also the population change within Riverside County; and

WHEREAS, this Commission has documented its calculations of the Commission's appropriations limit for FY 2025/26 and said calculations have been made available to the public at least fifteen days prior to the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission as follows:

1. For FY 2025/26 the factors selected for calculating the appropriations limit are (a) the percentage change in California per capita personal income, and (b) the population change within the County of Riverside.

2. The appropriations limit applicable to this Agency pursuant to Article XIII B of the California Constitution for FY 2025/26 are hereby established and determined to be \$683,037,127.

3. A copy of the documentation used in the determination of the appropriations limit for FY 2025/26 shall be affixed hereto and shall be available for public inspection.

4. Pursuant to Section 7910 of the California Government Code, any judicial action or proceeding to attack, review, set aside, void, or annul the establishment of the appropriations limit as set forth herein must be commenced within forty-five days of the adoption of this resolution.

ADOPTED this 11th day of June, 2025.

Karen Spiegel, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

2025/26 APPROPRIATIONS LIMIT

2024/25	Appropriations Limit	\$	639,982,988
<hr/>			
	2025/26 adjustment		
	Change in California per capita personal income		6.44%
	Per capita cost of living converted to a ratio:		1.0644
	Change in population, Riverside County		0.27%
	Population converted to a ratio:		1.0027
	Calculation of factor for FY 2025/26:		
	Per capita cost of living ratio		1.0644
	Population ratio	⌘	1.0027
	FY 2025/26 factor		1.0672739
	2024/25 Appropriations Limit	\$	639,982,988
	FY 2025/26 factor	⌘	1.0672739
<hr/>			
2025/26	Appropriations Limit	\$	683,037,127

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

May 2025

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code Section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2025, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2025-26. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2025-26 appropriations limit. Attachment B provides the city and unincorporated county population percentage change along with the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code Section 2228 provides additional information regarding the appropriations limit. Article XIII B, Section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code Section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2025.**

Please Note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE STEPHENSHAW
Director
By:

ERIKA LI
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2025-26 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2025-26	6.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2025-26 appropriation limit.

2025-26:

Per Capita Cost of Living Change = 6.44 percent
Population Change = 0.28 percent

Per Capita Cost of Living converted to a ratio: $\frac{6.44 + 100}{100} = 1.0644$

Population converted to a ratio: $\frac{0.28 + 100}{100} = 1.0028$

Calculation of factor for FY 2025-26: $1.0644 \times 1.0028 = 1.0674$

FISCAL YEAR 2025-26

Attachment B

Annual Percent Change in Population Minus Exclusions*

January 1, 2024 to January 1, 2025 and Total Population January 1, 2025

City	County	Percent Change 24-25	Population Minus Exclusions 1-1-24	Population Minus Exclusions 1-1-25	Total Population 1-1- 25
Banning City	Riverside	-0.37	32,068	31,949	31,949
Beaumont City	Riverside	1.78	58,665	59,708	59,708
Blythe City	Riverside	-0.95	12,593	12,473	15,400
Calimesa City	Riverside	-0.79	11,082	10,994	10,994
Canyon Lake City	Riverside	-0.74	11,086	11,004	11,004
Cathedral City	Riverside	-0.67	51,962	51,615	51,651
Coachella City	Riverside	0.76	44,050	44,384	44,384
Corona City	Riverside	-0.32	159,667	159,157	159,157
Desert Hot Springs City	Riverside	0.02	33,255	33,262	33,262
Eastvale City	Riverside	-0.68	70,274	69,799	69,799
Hemet City	Riverside	0.20	91,751	91,934	91,934
Indian Wells City	Riverside	0.06	4,859	4,862	4,862
Indio City	Riverside	-0.17	92,693	92,539	92,539
Jurupa Valley City	Riverside	-0.90	106,830	105,870	105,928
Lake Elsinore City	Riverside	0.97	72,934	73,638	73,783
La Quinta City	Riverside	-0.90	39,148	38,796	38,796
Menifee City	Riverside	1.30	113,837	115,316	115,316
Moreno Valley City	Riverside	-0.27	211,389	210,823	210,823
Murrieta City	Riverside	0.44	111,299	111,789	111,789
Norco City	Riverside	-0.63	22,563	22,421	25,221
Palm Desert City	Riverside	0.04	51,961	51,980	51,980
Palm Springs City	Riverside	-0.63	44,760	44,476	44,476
Perris City	Riverside	0.36	80,947	81,240	81,240
Rancho Mirage City	Riverside	-0.62	17,227	17,120	17,120
Riverside City	Riverside	-0.37	321,479	320,278	320,337
San Jacinto City	Riverside	0.10	54,936	54,990	54,990
Temecula City	Riverside	1.19	110,898	112,220	112,220
Wildomar City	Riverside	0.05	37,060	37,077	37,077
Balance of County	Riverside	1.53	411,338	417,646	417,901
Incorporated	Riverside	0.02	2,071,273	2,071,714	2,077,739
County Total	Riverside	0.27	2,482,611	2,489,360	2,495,640

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

AGENDA ITEM 7F

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Amy Weston, Accounting Supervisor Sergio Vidal, Chief Financial Officer
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended April 30, 2025.

BACKGROUND INFORMATION:

The Commission's investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. Additionally, the Commission has fully expended the 2017 Financing bond proceeds for the I-15 ELP.

The monthly investment report for April 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and available operating cash. As of April 30, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.8 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,151,178,485
Trust	357,524,207
Commission-managed	227,724,175
STAMP for 91 CIP	60,582,387
Total	\$ 1,797,009,254
Note: ¹ Unreconciled and unaudited	

As of April 30, 2025, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indenture for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

This is an information item. There is no fiscal impact.

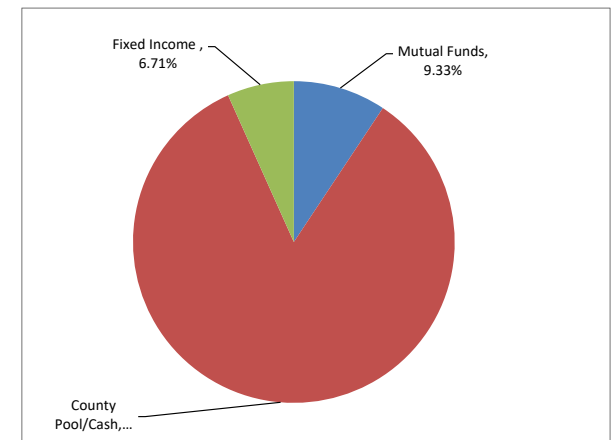
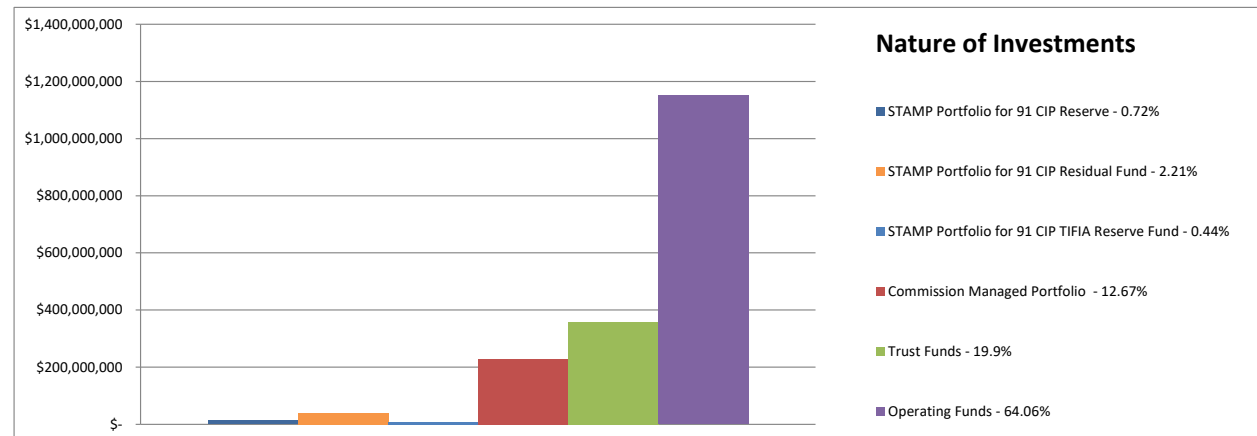
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: April 30, 2025

	STATEMENT BALANCE ¹	FINANCIAL INSTITUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	38,510,257	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,112,668,228	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,151,178,485											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund:												
Local Transportation Fund	357,524,207	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	357,524,207											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	59,978,432	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	167,745,743	US Bank	Available upon request	N/A	N/A				N/A			
Subtotal Commission Managed Portfolio	227,724,175											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,942,852	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	39,722,170	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,917,365	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	60,582,387											
TOTAL All Cash and Investments	\$ 1,797,009,254											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 7G

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	David Thomas, Toll Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	2025 State Route 91 Implementation Plan

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the 2025 State Route 91 Implementation Plan.

BACKGROUND INFORMATION:

In 2002, AB 1010 authored by former Assemblyman Lou Correa allowed the Orange County Transportation Authority (OCTA) to purchase the 91 Express Lanes franchise from the California Private Transportation Company. OCTA completed the purchase agreement in January 2003, at a cost of \$207.5 million. AB 1010 also eliminated the existing non-compete clause in the franchise agreement that prohibited any capacity-enhancing improvements from being made to SR-91 until the year 2030. The purchase of the 91 Express Lanes and the elimination of the non-compete clause allowed much needed improvements to be planned and implemented within the SR-91 corridor. Caltrans Districts 8 and 12, the Commission, and OCTA have been coordinating these improvements.

In 2008, SB 1316's passage authorized an extension of OCTA's tolling authority to 2065 and for the Commission to impose tolls and fees for 50 years on transportation facilities and to use toll revenues to construct, operate, and maintain toll facilities on SR-91 in Riverside County. SB 1316 also required the creation of the State Route 91 Advisory Committee with specific responsibilities composed of board members from the Commission and OCTA.

SB 1316 also required the continuation of annual updates of an implementation plan of SR-91 improvements for the Legislature initially required under AB 1010. Consistent with the legislation, OCTA and the Commission in consultation with Caltrans completed the 2024 State Route 91 Implementation Plan (attached). The plan includes proposed projects and completion schedules for transportation improvements to Metrolink, express bus, express lanes, freeways and interchanges, new east-west highway corridors, and high-speed rail.

SB 1316 grants the Commission the authority to expend tolls and fees on capital costs, operations and maintenance, repair and rehabilitation, debt financing costs, and administration. Any tolls and fees generated in excess of the expenditure needs (i.e., surplus) previously listed may be spent on transportation needs within the State Route 91 corridor from the Orange County line to Interstate 15. These transportation needs include transit capital, transit operations, and State Highway capital improvements for both toll and non-tolled improvements. As part of its annual budget approval process, the Commission approved the use of tolls and fees generated from its 91 Express Lanes operations designated as surplus for various projects.

Lastly, staff posted on the Commission's website the SR-91 Implementation Plan for public review and comment on April 21, 2025, for 30 days per SB 1316.

Attachment: 2025 State Route 91 Implementation Plan

STATE ROUTE 91

IMPLEMENTATION PLAN

2025

DRAFT

Prepared By:

 **MARK
THOMAS**



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Every year since 2003, OCTA, RCTC, and stakeholders have worked collaboratively to review a program of projects along the SR-91 corridor.

B E N E F I T S

- Provides seamless connectivity between Orange and Riverside Counties
- Increases travel options
- Optimizes vehicle throughput
- Reinvests net 91 Express Lanes revenues on the SR-91 corridor to improve regional mobility
- Investments to date: \$2.2 billion

COMPLETED EFFORTS

REGION	PROJECT	COST (MILLIONS)	COMPLETION
Orange County	Eastbound Lane Addition (SR-241 to SR-71)	\$52.1	2010
	Fifth Lane Addition (SR-55 to SR-241)	\$85.2	2013
	Westbound Lane at Tustin Avenue	\$43.3	2016
	Anaheim Canyon Metrolink Station Improvements	\$34.2	2023
Riverside County	Green River Road Overcrossing	\$24.3	2009
	North Main Street Corona Metrolink Parking Structure	\$25	2009
	91 Corridor Improvement Project (Initial Phase)	\$1,407	2017
	La Sierra Metrolink Parking Improvements	\$6.3	2019
	15/91 Express Lanes Connector	\$270	2023
	Eastbound 91 Express Lane Extension	\$10	2023
Bi-County	Metrolink Service Improvements	\$249	2016
	Express Bus Service	\$6	2019
	SR-91 Corridor Operations Project	\$38	2022

State Route 91 Implementation Plan 2025



ANTICIPATED PROJECTS

REGION	PROJECT	COST (MILLIONS)	CURRENT PHASE
Orange County	SR-91 Improvements (SR-57 to SR-55)	\$779	Final Design
	Placentia Metrolink Rail Station	\$34.8	Planning
	Metrolink Improvements	TBD	Planning
Riverside County	15/91 Express Transit Connector	\$220	Planning
	Green River Road Bike Lane Gap Closure	\$.014	Planning
	Santa Ana River Trail	\$36.5+	Planning
	SR-71/SR-91 Interchange Improvements	\$137	Construction
	Improvements East of I-15	TBD	Preliminary Engineering
Bi-County	SR-241/SR-91 Tolloed Express Connector	\$524	Final Design
	91 Eastbound Corridor Operations Project (SR-241 to SR-71)	\$150	Environmental Revalidation
	91 Westbound Improvements (SR-241 to SR-71)	TBD	Preliminary Engineering

CONCEPTS

LOCATION	COST (MILLIONS)
SR-91 Westbound Auxiliary Lane	\$40
Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15	\$2,720
WB SR-91 to SB SR-55 Connector Improvements	\$75-\$150
EB SR-91 Fifth Lane Addition at SR-241	\$31
Fairmont Boulevard Improvements	\$76.8

Introduction

Previous law authorized the California Department of Transportation (Caltrans) to enter into franchise agreements with private companies to construct and operate four demonstration toll road projects in California. This resulted in the development of the 91 Express Lanes facility in Orange County. The four-lane, 10-mile toll road runs along the median of State Route 91 (SR-91) in northeast Orange County between the Orange/Riverside County line and State Route 55 (SR-55). Since the 91 Express Lanes carried its first vehicle on December 27, 1995, the facility has saved users tens of millions of hours of commuting time.

While the 91 Express Lanes facility has improved travel time along the SR-91 corridor, provisions in the franchise agreement between Caltrans and the private franchisee, the California Private Transportation Company (CPTC), prohibited Caltrans and county transportation agencies from adding transportation capacity or operational improvements to the SR-91 corridor through the year 2030 from Interstate 15 (I-15) in Riverside County to the Orange/Los Angeles Counties border. Consequently, the public agencies were barred from adding new lanes, improving interchanges, and adding other improvements to decrease congestion on the SR-91 freeway.

Recognizing the need to eliminate the non-compete provision of the franchise agreement, Governor Gray Davis signed Assembly Bill 1010 (Lou Correa) (AB 1010) into law in September 2002, paving the way for much-needed congestion relief for thousands of drivers who use SR-91 to travel between Riverside and Orange Counties each day. The bill allowed the Orange County Transportation Authority (OCTA) to purchase the 91 Express Lanes franchise and eliminate the non-compete clause that prohibited capacity-enhancing improvements from being implemented on SR-91. The purchase agreement for the 91 Express Lanes was completed on January 3, 2003, placing the road in public hands at a cost of \$207.5 million. With the elimination of the non-compete provision through AB 1010 and the subsequent 91 Express Lanes purchase by OCTA, Orange County and Riverside County public officials and Caltrans Districts 8 and 12 have been coordinating improvement plans for SR-91.

Introduction (continued)

Senate Bill 1316 (Lou Correa) (SB 1316) was signed into law in September 2008 as an update to the provisions of AB 1010. SB 1316 authorizes OCTA to transfer its rights and interests in the Riverside County portion of SR-91 toll lanes by assigning them to the Riverside County Transportation Commission (RCTC) and authorizes RCTC to operate tolls for 50 years. In 2017, RCTC opened the extension of the 91 Express Lanes to traffic into Riverside County with completion of the initial phase of the SR-91 Corridor Improvement Project (see Appendix B). SB 1316 requires OCTA and RCTC, in consultation with Caltrans, to issue an annual SR-91 Implementation Plan (Plan) for SR-91 improvements between State Route 57 (SR-57) and I-15. The Plans prior to adoption of SB 1316 included a westerly project limit of SR-55. The Plan establishes a program of potential improvements to relieve congestion and improve operations in the SR-91 corridor.

The 2025 Plan fulfills the requirement to provide the State Legislature with an annual Implementation Plan for SR-91 improvements and builds on the 2024 Plan. The projects included in the Plan have been infused with various sources of local, state, and federal funding. The Plan includes overviews, status summaries, and proposed costs and schedules for projects to improve mobility on SR-91. Also included are conceptual lane diagrams (as appropriate), and discussions of key considerations that need to be addressed in the planning and development of each project. This Plan provides OCTA, RCTC, and Caltrans with a framework to implement SR-91 and other related improvements. Future annual Plan updates will continue to refine the scope, cost, and schedule of each project included in this version of the Plan.

91 EXPRESS LANES TOLL POLICY GOALS

With the completion of the State Route 91 Corridor Improvement Project's initial phase in spring 2017, there are approximately 18 miles of Express Lanes between Orange and Riverside counties. OCTA and RCTC have adopted goals for the 91 Express Lanes to continue to maintain a safe, reliable, and predictable travel time for express lane users traversing seamlessly between the two counties. The goals listed here take into consideration the 91 Express Lanes as well as the SR-91 corridor at large.

These guiding principles include:

- Optimizing vehicle throughput at free flow speeds;
- Increasing average vehicle occupancy;
- Balancing capacity and demand to serve customers who pay tolls as well as carpoolers (3+) who are offered discounted tolls;
- Paying debt service and maintaining debt service coverage;
- Generating sufficient revenue to sustain the financial viability of the 91 express lanes; and
- When appropriate, reinvesting net revenues on the SR-91 corridor to improve regional mobility.

Project Accomplishments



Much progress has been made since the initial 2003 SR-91 Implementation Plan was approved. The 2025 Plan includes select completed project exhibits as a historical reference, which can be found in Appendix B.

Completed Construction/ Improvement Projects

- Repaved and sealed pavement surfaces, restriped, and replaced raised channelizers on the 91 Express Lanes.
- On EB SR-91 the roadway was restriped, and the median barrier was reconstructed. This project removed the CHP enforcement area and extended the EB auxiliary lane from SR-71 to the Serfas Club Drive off-ramp.
- The WB auxiliary lane was extended between the County line and SR-241. This project eliminated the lane drop at the 91 Express Lanes and extended the existing auxiliary lane from the County line to SR-241 in the westbound direction. This improvement minimized the traffic delays at the lane drop area, resulting in improved vehicle progression.
- On WB SR-91 the roadway was restriped to extend the auxiliary lane between SR-71 and the County line. This resulted in a new continuous lane between SR-71 and SR-241.
- Safety Improvements were constructed at the Truck Scales. Existing shoulders were improved, lanes were re-striped, illumination improved, and signage was modified into and out of the EB facilities.
- Green River Road Overcrossing Replacement
- Metrolink Parking Structure at the North Main Street Corona Metrolink Station
- EB SR-91 lane addition from SR-241 to SR-71
- Additional SR-91 WB and EB travel lane between SR-55 and SR-241
- SR-91 WB bypass lane to Tustin Avenue at SR-55
- Metrolink Service Improvements
- Initial SR-91 Corridor Improvement Project (CIP)
- La Sierra Metrolink Parking Improvements
- Express Bus Service
- 91 Corridor Operations Project
- Anaheim Canyon Metrolink Station Improvements
- 15/91 Express Lanes Connector
- Eastbound 91 Express Lane Extension

These projects provide enhanced freeway capacity and/or improved mobility for one of the most congested segments of SR-91.

The completed EB SR-91 lane addition project from SR-241 to SR-71 (see Appendix B) has improved highway operations. This project reduced travel time by approximately 20 minutes during its opening year.

The Initial CIP project has provided significant benefits to drivers on SR-91. This \$1.4 billion investment project included widening SR-91 by one GP lane in each direction east of SR-71, adding collector-distributor (CD) roads and direct south connectors at I-15/SR-91, extending the 91 Express Lanes to I-15, and providing system/local interchange improvements. The new lanes and other improvements provide time savings, offer choice and reliability, boost safety, enhance access and job creation, promote ridesharing, reduce pollution, and aid the movement of goods along the region's roadways.

The WB SR-91 Widening Project completed construction in 2016 from State College Blvd to Interstate 5 (I-5). This project added one WB general purpose lane and removed the dedicated exit lane to State College Blvd from the SB SR-57 to WB SR-91 Connector that contributed to operational issues due to the short

weaving distance. While this project falls just to the west of the limits for the Plan study area, it will have an influence on operations within the Plan area.

A \$2.8 billion U.S. Army Corps of Engineers (USACE) project called the Santa Ana River Mainstem project is ongoing and will provide flood protection from the recently improved Prado Dam (near SR-71) to the Pacific Ocean. The project includes many features that have already been completed, including improvements to Seven Oaks Dam, 30 miles of levees, and modifications to original project features including raising the Prado Dam embankment and installation of new, larger capacity outlet works. In 2021, the Corps and Orange County Flood Control District amended a cooperative agreement which would allow the Corps to use federal funds under the Bipartisan Budget Act to complete select features of the project. The project is pending federal appropriations.

Due to the adjacency of SR-91 to the Santa Ana River, project teams have coordinated with the USACE, Orange County Flood Control District, Caltrans, and other federal, regional, and local agencies to coordinate and accommodate planned SR-91 improvements.

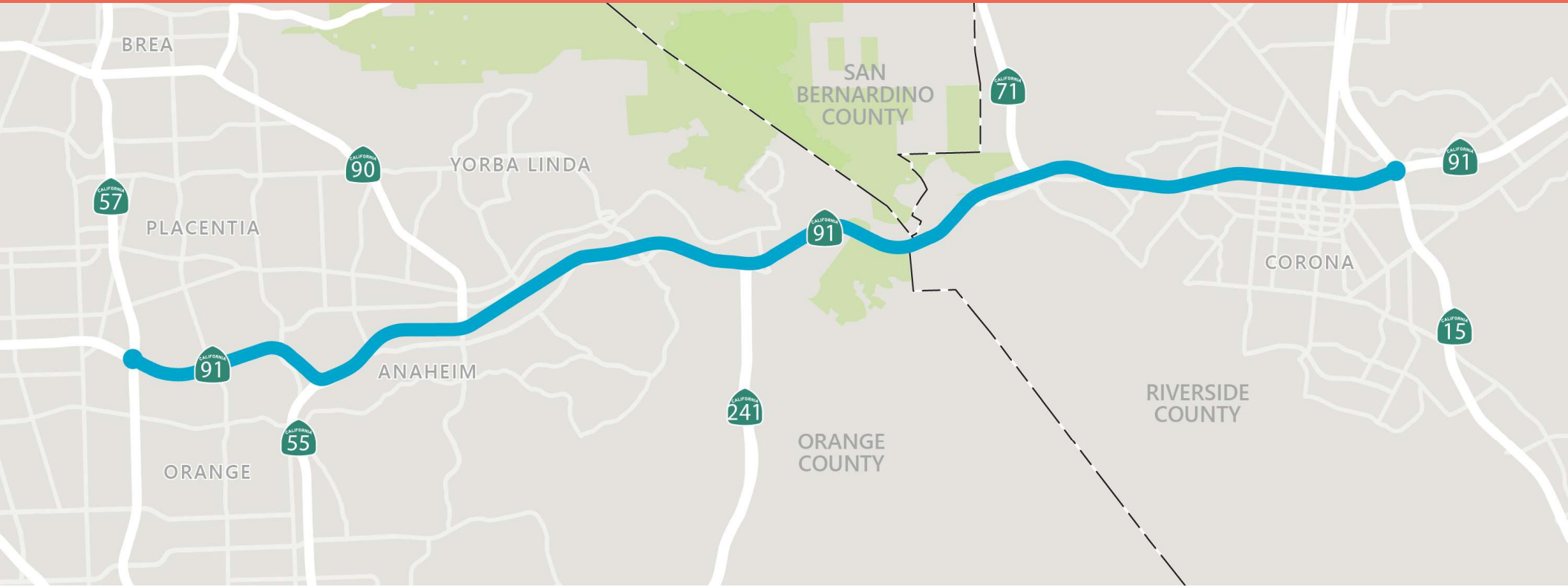
Completed Designs and Reports



There are various project development phase documents (Feasibility Reports, Studies, PSR, PA/ED, or PS&E) that are completed, or are in draft form and anticipated to be approved that identify mobility improvements. These documents include:

- MIS – Final Project Report: Locally Preferred Strategy Report (January 2006)
- Renewed Measure M Transportation Investment Plan (November 2006)
- RCTC 10-Year Western County Highway Delivery Plan (December 2006)
- SR-91/Fairmont Boulevard Feasibility Study (December 2009)
- Corridor System Management Plan (CSMP) Orange County SR-91 Corridor Final Report (August 2010)
- Renewed Measure M Capital Action Plan (April 2011)
- Project Report & Environmental Document for 91 Corridor Improvement Project (October 2012)
- SR-71/SR-91 Interchange Environmental Phase (2011) and Final Design (2015)
- Project Report & Environmental Document for SR-241/SR-91 Tolloed Express Connector (April 2020)
- Project Report & Environmental Document for SR-91 Improvements Between SR-57 and SR-55 (July 2020)
- Environmental Documents for Santa Ana River Trail Phase 4 and Phase 6 (2021)
- Final Alternative Analysis Report for SR-91 Eastbound Corridor Operations Project from SR-241 to SR-71 (April 2022)
- 2024 Next 10 Delivery Plan (November 2024)

Project Limits



The project study limits encompass the segment of SR-91 from west of the junction of SR-57 and SR-91 in the City of Anaheim in Orange County, to east of the junction of SR-91 and I-15 in the City of Corona in Riverside County. The freeway segment is approximately 20.3 miles long and includes 12.7 miles within Orange County and 7.6 miles within Riverside County.

Existing Traffic Conditions Summary

For the 2025 Plan, existing traffic patterns along the SR-91 study corridor were evaluated to understand the changes between 2023 and 2024 due to on-going factors that influence behaviors of the users. These factors may include remote work policies implemented by employers, variations of school schedules, increase in non-work-related trips, and construction activities along SR-91 from the SR-71/SR-91 Interchange Improvements projects.

Weekday traffic volumes on both general-purpose lanes and express lanes were obtained from the Caltrans Performance Measurement System (PeMS) database during the month of October 2024 for comparison purposes.

Analysis of the 2024 traffic data showed slight variations in travel patterns compared to the 2023 data. The similar traffic demand translated to the similarity in traffic congestion patterns for the SR-91 corridor between 2023 and 2024.

Considering that traffic patterns on the SR-91 corridor are generally consistent between 2023 and 2024 along with some temporary variation of traffic patterns due to the on-going construction activities, the existing conditions for the 2025 Plan will utilize the existing traffic analysis from the 2024 Plan. Traffic conditions will continue to be monitored to assess when to update the existing traffic analysis for upcoming Implementation Plans.

The existing traffic analysis from the 2024 Plan was developed using traffic data collected in 2022. Morning (6 a.m. to 10 a.m.) and afternoon (3 p.m. to 7 p.m.) peak period traffic volumes were collected from multiple data sources. The SR-91 mainline and High Occupancy Vehicle (HOV) volumes were obtained from the Caltrans Performance Measurement System (PeMS). The SR-91 Express Lane volumes were provided by OCTA and RCTC. The SR-91 on- and off-ramp volumes were collected from the field. In addition, the travel time and speed data were collected from the field and supplemented with INRIX speed data. All existing traffic data represent typical weekday traffic patterns along the SR-91 corridor in the month of October 2022.

Existing Traffic Conditions Summary

During the weekdays, westbound SR-91 experiences heavier traffic conditions during the morning commute for travelers leaving Riverside County to employment areas in Orange and Los Angeles Counties. The corridor is generally most congested between the peak period of 6 a.m. to 9 a.m. in the westbound direction and the peak period of 3 p.m. to 7 p.m. in the eastbound direction. Due to the high demand, congestion in the corridor occurs before and after the peak periods. The eastbound afternoon conditions tend to be exacerbated by the lack of receiving capacity in the Riverside County portion of the SR-91 corridor. Accordingly, RCTC is working closely with Caltrans District 8 to sponsor improvements that will provide congestion relief for the eastbound afternoon condition. Some of these improvements include the recently completed 15/91 Express Lanes Connector, the SR-71/SR-91 Interchange, and Improvements East of I-15.

The following is a summary of the deficiencies identified along the SR-91 corridor:

- Heavy traffic volumes to/from I-15 converge with the SR-91 and increase delay during the morning and evening peak hours.
- SR-71 traffic demand as well as physical and operational constraints for the EB SR-91 to NB SR-71 connector contribute to mainline and EB SR-91 corridor delays.
- Completion of the westbound 91 Corridor Operations Project improves the traffic operations in the westbound direction. However, traffic entering the WB SR-91 from the Green River Road and SR-71 on-ramps still contributes to mainline congestion during the morning peak period.
- High traffic volumes entering the freeway from Gypsum Canyon Road, Santa Ana Canyon Road, Green River Road, Weir Canyon Road, Imperial Highway and Lakeview Avenue contribute to congestion on the SR-91 mainline.
- One of the two lanes from the Eastern Transportation Corridor (State Route 241) connector is dropped at the merge to EB SR-91 causing additional congestion on the EB SR-91 general purpose lanes. In addition, merging activity from the northbound 241 to eastbound 91 GP connector into the 91 Express Lanes can contribute to traffic slowdowns.
- At the NB SR-55 interchange with EB SR-91, a lane on SR-91 is dropped (as a dedicated exit) at Lakeview Avenue and a second lane is dropped (as a dedicated exit) at Imperial Highway creating a weave condition.
- WB SR-91 drops two GP lanes and a 91 Express Lane to SB SR-55, contributing to mainline congestion. This drop also occurs on the left-hand side of SR-91, creating a weaving condition.
- WB traffic entering SR-91 at Lakeview Avenue traveling to SB SR-55 contributes to mainline congestion by weaving across three lanes on SR-91.
- A lane drop on EB SR-91 at SB SR-241 creates a chokepoint.

Logical Project Sequencing

As noted, the SR-91 Corridor in Riverside County, in the EB direction, lacks the receiving capacity during the afternoon peak period which creates a bottleneck condition. Due to the high levels of congestion experienced on this segment of the corridor, there is sensitivity to any changes that may affect traffic operations. Without first addressing the congestion in Riverside County, any performance or capacity enhancing projects upstream would further exacerbate congested conditions causing additional delays and queueing. Therefore, projects that have the potential to impact demand and/or provide additional capacity in the EB direction should be considered in a logical sequence to ensure that there is sufficient receiving capacity in Riverside County.

In October 2019, a consensus was reached between OCTA, RCTC, Caltrans, and the TCA that would set the stage for a series of projects to be implemented in sequential order to improve the SR-91 corridor. OCTA, RCTC, TCA, and Caltrans, Districts 8 and 12, as well as Caltrans Headquarters directors, worked through five major issues. This framework will enable the streamlining of the implementation of the SR-241/SR-91 TOLLED Express Connector project while minimizing impacts to the 91 corridor. The subject matter of the multi-agency consensus is outlined to the right:

1. Setting priorities for SR-91 corridor projects to reduce construction-related impacts;
2. Allowing completion of the environmental approval process and updating related programming documents;
3. Clarifying lead agencies for final design, construction, and maintenance;
4. Identifying the principal funding agency for final design, construction, and maintenance; and
5. Designating lead agencies for retaining toll revenue and toll setting/operational control.

Based on the above framework, the agencies reached consensus on a 91 Corridor program of projects and sequencing as outlined below:

- 15/91 Express Lanes Connector (completed)
- SR-91 Corridor Operations Project (completed)
- SR-71/SR-91 Interchange Improvements
- SR-241/SR-91 TOLLED Express Connector*

*Note: SR-241/SR-91 TOLLED Express Connector is not dependent upon completion of SR-71/SR-91 Interchange Improvements

Project Summary

The projects in this Plan are presented in the following groups: Orange County Projects, Riverside County Projects and Bi-County Projects. The stage of development for each project, such as planning, final design, or construction varies as noted in the project summaries. Table 1 summarizes the various planned projects, concept projects, and completed projects. For details on each project refer to Section 2 for planned projects, Appendix A for concepts, and Appendix B for selected completed projects.

- The Orange County projects have a total cost of more than \$800 million. The projects include the SR-91 improvements between SR-57 and SR-55, Placentia Metrolink rail station, and Metrolink Improvements.
- The Riverside County projects have a total cost of over \$393 million. The improvements include: the 15/91 Express Transit Connector, Green River Road Bike Lane Gap Closure, Santa Ana River Trail, SR-71/SR-91 Interchange Improvements, and SR-91 improvements east of I-15.
- The Bi-County projects benefit both Orange and Riverside Counties. The total cost for the Bi-County projects exceeds \$674 million. The improvements include: the SR-241/SR-91 Tolloed Express Connector, 91 Eastbound Corridor Operations Project (SR-241 to SR-71), and 91 Westbound Improvements (SR-241 to SR-71).

Table 1 – SR-91 Implementation Plan Projects	
Project	Cost (Millions)
Orange County Projects	
SR-91 Improvements between SR-57 and SR-55	\$779
Placentia Metrolink Rail Station	\$34.8
Metrolink Improvements	TBD
SUBTOTAL	\$814+
Riverside County Projects	
15/91 Express Transit Connector	\$220
Green River Road Bike Lane Gap Closure	\$.014
Santa Ana River Trail	\$36.5+
SR-71/SR-91 Interchange Improvements	\$137
Improvements East of I-15	TBD
SUBTOTAL	\$393.5+
Bi-County Projects	
SR-241/SR-91 Tolloed Express Connector	\$524
91 Eastbound Corridor Operations Project (SR-241 to SR-71)	\$150
91 Westbound Improvements (SR-241 to SR-71)	TBD
SUBTOTAL	\$674+

Project Summary

Table 1 – SR-91 Implementation Plan Projects (continued)	
Concept Projects	Cost (Millions)
SR-91 Westbound Auxiliary Lane	\$40
Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15	\$2,720
Westbound SR-91 to Southbound SR-55 Improvements	\$75 – 150
Eastbound SR-91 Fifth Lane Addition at SR-241	\$31
Fairmont Boulevard Improvements	\$76.8
SUBTOTAL	\$2,902.8 - \$2,977.8+
Completed Project Summary Since 2006 (Completion Year)	Cost (Millions)
Green River Road Overcrossing Replacement (2009)	\$24.3
North Main Street Corona Metrolink Station Parking Structure (2009)	\$25
Eastbound Lane Addition from SR-241 to SR-71 (2010)	\$51.2
Widen SR-91 between SR-55 and SR-241 by Adding a 5th GP Lane in Each Direction (2013)	\$85.2
SR-91 WB Lane at Tustin Avenue (2016)	\$43.2
Metrolink Service Improvements (2016)	\$249
Initial Phase CIP: Widen SR-91 by One GP Lane in Each Direction East of Green River Rd, CD Roads and I-15/SR-91 Direct South Connector, Extension of Express Lanes to I-15 and System/Local Interchange Improvements (2017)	\$1,407
Express Bus Service (2019)	\$6
La Sierra Metrolink Parking Improvements (2019)	\$6.3
SR-91 Corridor Operations Project (2022)	\$38
Anaheim Canyon Metrolink Station Improvements (2023)	\$34.2
15/91 Express Lanes Connector (2023)	\$270
Eastbound 91 Express Lane Extension (2023)	\$10
SUBTOTAL	\$2,249.4

Traffic Analysis

For the 2025 Plan, the traffic analysis for major SR-91 projects used the TransModeler model calibrated and validated to reflect existing traffic patterns of 2022 as described in the prior section. This traffic simulation model provides a better depiction of actual travel delays experienced by motorists compared to traditional travel demand models. The model can be used to analyze freeway bottlenecks sometimes neglected in traditional travel demand models.

This approach is especially important given high SR-91 traffic volumes and the potential for relatively few vehicles to significantly slow down traffic. For example, a minor freeway merging area can cause many vehicles to slow, cascading delay through the traffic stream, and rapidly decreasing both speed and volume for major segments of the freeway. The metrics reported in the Plan include travel time from the beginning to the end of the study corridor and vehicle hours of delay experienced on the study corridor, which both focus on operations for vehicles on SR-91.

A third metric includes vehicles served by the system in the study corridor and takes into consideration vehicles on ramps and freeways that feed into or are fed by SR-91 in the study area. In addition to the existing year 2022 analysis, two future years of 2030 and 2045 were analyzed and include the SR-91 projects that are scheduled to be completed by the respective year. The operations analysis quantified travel time savings for WB morning and EB afternoon conditions for the following major improvements projects:

Year 2030

- SR-91 Improvements between SR-57 and SR-55
- 15/91 Express Lanes Connector
- SR-71/SR-91 Interchange Improvements
- SR-241/SR-91 Tolloed Express Connector
- SR-91 Eastbound Corridor Operations Project

Year 2045

- Projects completed in 2030
- SR-91 Improvements East of I-15
- SR-91 Westbound Corridor Operations Project (remaining)
- Fairmont Boulevard Improvements

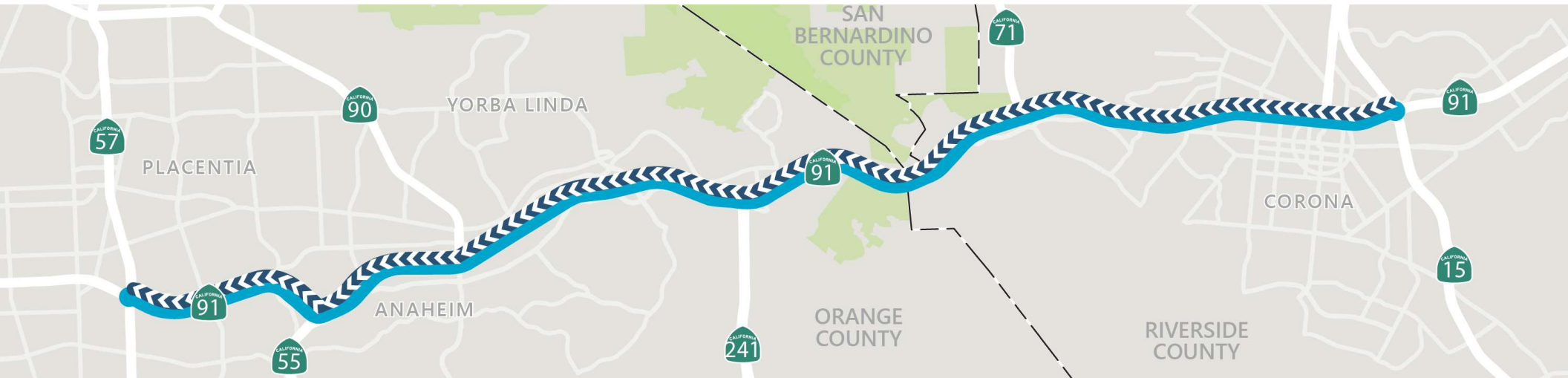
Westbound Analysis

The WB morning traffic analysis results indicate that for the year 2030 forecasts, peak hour travel times are anticipated to exacerbate in Riverside County (by about 6 minutes) and maintain the same in Orange County. In addition to increasing travel time, overall vehicle hours of delay in the corridor will increase (by about 29 percent), while the entire system is able to serve more vehicles (by about 4 percent). Bottlenecks are anticipated at the Orange-Riverside County line and at the SR-241 interchange/Gypsum Canyon interchange area, which will continue a long queue on WB SR-91 extending to the I-15/SR-91 interchange. The bottleneck at the SR-55 interchange will be relieved.

For the year 2045 forecasts, travel times are anticipated to decrease (by about 21 minutes) in Riverside County as implementation of the SR-91 Westbound Corridor Operations Project would improve operations. With more vehicles able to travel downstream, travel times in Orange County would increase (by about 16 minutes) when compared to 2030. Overall vehicle hours of delay will decrease (by

about 10 percent) in the corridor, and the number of vehicles the system is serving will also increase (by about 12 percent). There is a bottleneck at SR-71 due to a large increase of vehicles going to and from SR-71. Also, with more vehicles able to travel downstream, another bottleneck occurs at the Tustin Avenue and SR-55 area. Travel time in Orange County shows an increase in 2045 due to the growth in traffic, projects relieving congestion upstream allowing more vehicles to travel downstream, and no additional capacity enhancing projects in Orange County. OCTA and RCTC are exploring multi-modal opportunities on, or adjacent to, the SR-91 corridor that could provide additional congestion relief.

Express Lanes in the westbound direction operate satisfactorily in 2030 and will experience a slowdown in 2045 in Riverside County where the 3-lane section merges back to two lanes. RCTC is planning to implement dynamic pricing for the SR-91 corridor in the near future, which will help to maintain satisfactory operation of the Express Lanes



Westbound Analysis

Figures 1-1 and 1-2 below summarize the westbound corridor vehicle hours of delay and systemwide served vehicles, respectively.

Figure 1-1 – Westbound SR-91 from I-15 to SR-57
A.M. Peak Period Corridor Vehicle Hours of Delay

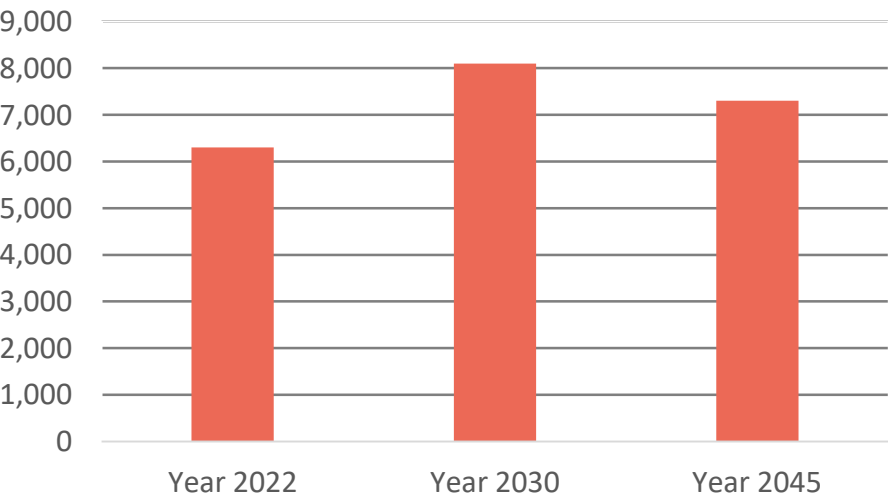
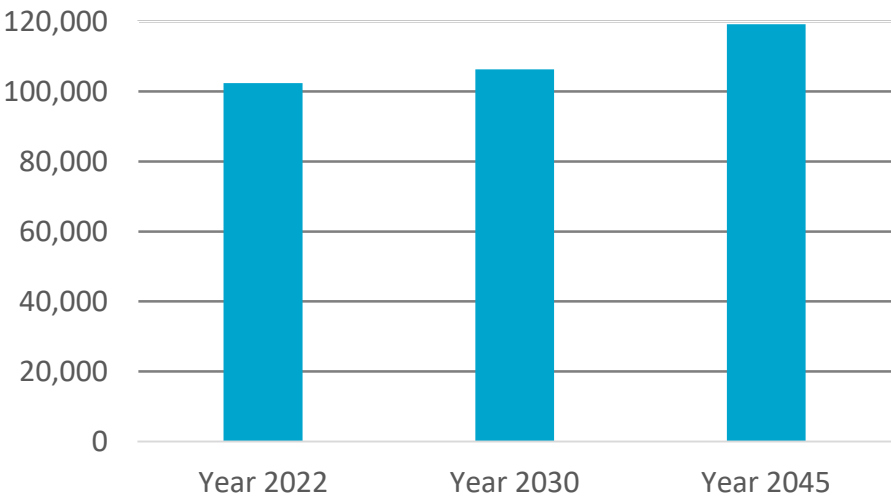


Figure 1-2 – Westbound SR-91 from I-15 to SR-57
A.M. Peak Period Systemwide Served Vehicles



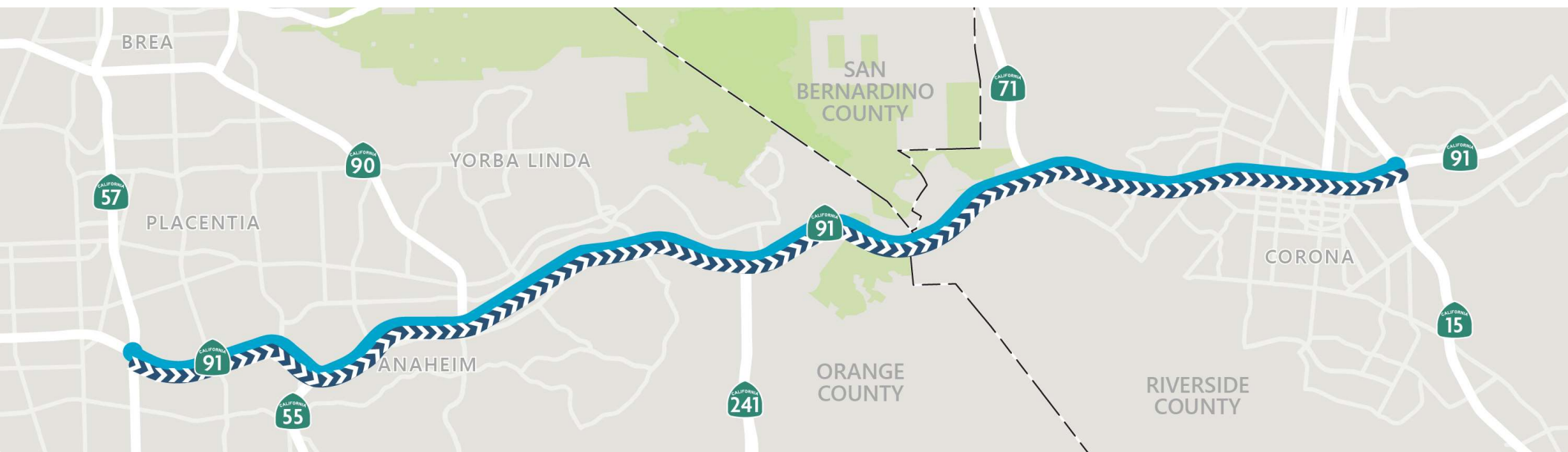
Eastbound Analysis

The EB afternoon traffic analysis indicates that for the year 2030 forecasts, peak hour travel times are anticipated to increase (by about 4 minutes) in Riverside County and decrease (by about 33 minutes) in Orange County. With the decrease of total travel time (by about 29 minutes) required to travel through the corridor, the vehicle hours of delay will also decrease (by about 38 percent) and the number of vehicles served by the system will increase (by about 3 percent). With the inclusion of the EB Corridor Operations Project, the congestion at the county line will be reduced. The improved conditions at the county line increases the amount of vehicles able to travel downstream and increases the bottleneck near the Main Street and I-15 area in Riverside County. Improvement

projects near I-15 in the future should help to alleviate congestion in those areas.

For the year 2045 forecasts, travel times are anticipated to decrease (by about 14 minutes) in Riverside County and increase in Orange County (by about 28 minutes) when compared to 2030. Overall vehicle hours of delay will increase (by about 54 percent) and the number of vehicles the system is serving will be greater (by about 3 percent). The main bottleneck will occur at the county line as existing conditions.

Express Lanes in the eastbound direction operate satisfactorily in all the analysis years.



Eastbound Analysis

Figures 1-3 and 1-4 below summarize the eastbound corridor vehicle hours of delay and systemwide served vehicles, respectively.

Figure 1-3 – Eastbound SR-91 from SR-57 to I-15 P.M.
Peak Period Corridor Vehicle Hours of Delay

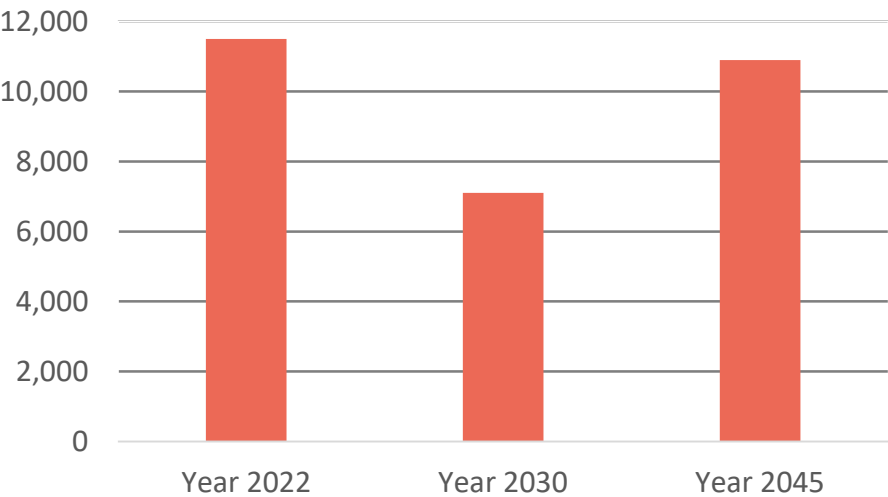
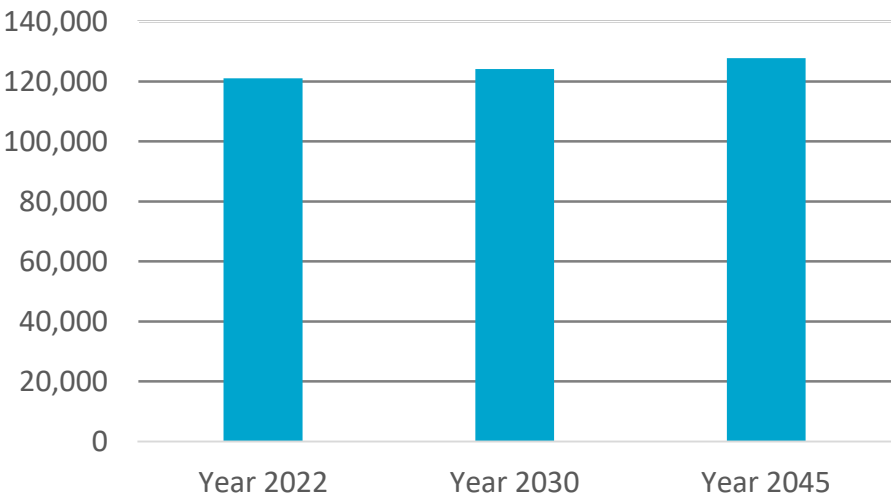


Figure 1-4 – Eastbound SR-91 from SR-57 to I-15 P.M.
Peak Period Systemwide Served Vehicles



OVERVIEW

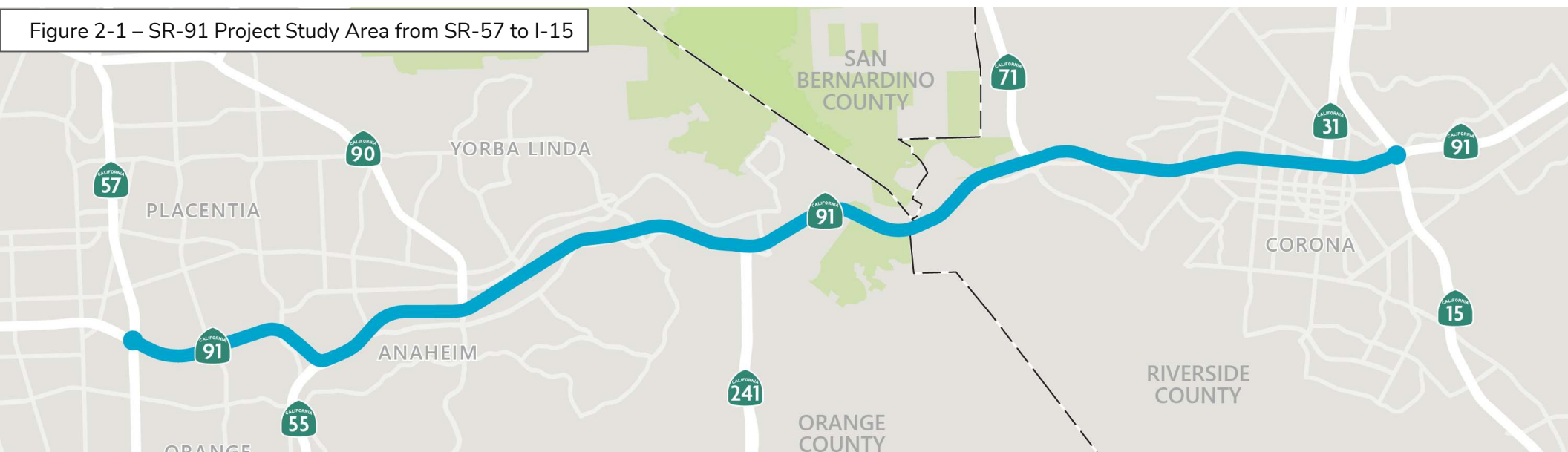
The 2025 Plan describes projects, key considerations, benefits, current status, schedule, and costs (in 2025 dollars, or as noted) for major projects and concepts. The projects are grouped as follows: Orange County Projects, Riverside County Projects, and Bi-County Projects.

The intent of the Implementation Plan is to present a list of projects and studies along the SR-91 corridor and highlight coordination between OCTA, RCTC, and Caltrans to improve the corridor.

As part of the project development process, detailed operational analysis will need to be conducted to evaluate operational issues associated with each project. The project development phases are discussed in the status updates and are defined as follows:

- Conceptual Engineering = Conceptual planning and engineering for project scoping and feasibility prior to initiating the preliminary engineering of planning phase.
- Preliminary Engineering or Planning = Conceptual planning and engineering phase that allows for programming of funds.
- Environmental = Project Approval/Environmental Document (PA/ED) – The detailed concept design that provides environmental clearance for the project and programs for final design and right of way acquisition. The duration for this phase is typically 2 to 3 years.
- Design = Plans, Specifications, and Estimates (PS&E) – Provide detailed design to contractors for construction bidding and implementation.
- Construction = The project has completed construction and will provide congestion relief to motorists.

Figure 2-1 – SR-91 Project Study Area from SR-57 to I-15





Orange County Projects

The Orange County set of projects includes three improvements at a total cost of more than \$814 million (in 2025 dollars, or as noted). The projects include: SR-91 improvements between SR-57 and SR-55, Placentia Metrolink rail station, and Metrolink Improvements.

Orange County Project Summary	Cost (Millions)
SR-91 Improvements between SR-57 and SR-55	\$779
Placentia Metrolink Rail Station	\$34.8
Metrolink Improvements	TBD
SUBTOTAL	\$814+

SR-91 Improvements between SR-57 and SR-55

Project Description

The project will add a general-purpose (GP) lane in the eastbound (EB) direction between La Palma Avenue and SR-55 and provide westbound (WB) operational improvements between Acacia Street and La Palma Avenue and between SR-55 and Lakeview Avenue. The project will be implemented in three segments as follows:

Segment 1 will realign the existing WB SR-91 Lakeview Avenue on- and off-ramps to direct traffic to WB SR-91 and add a new drop on-ramp from the reconstructed Lakeview overcrossing bridge that connects directly to southbound SR-55.

Segment 2 includes the addition of a GP lane in the EB direction between La Palma Avenue and SR-55, bridge widening over the Santa Ana River and reconstruction of the Glassell Street/Kraemer Boulevard and Tustin Avenue interchanges.

Segment 3 includes WB operational improvements between Acacia Street and La Palma Avenue, upgrades at the WB State College Boulevard interchange, and reconstruction of the La Palma Avenue overcrossing bridge. An Orangethorpe bypass ramp to allow NB SR-57 traffic to exit prior to multiple connector merges will also be included.

Key Considerations

The proposed project improvements on WB and EB SR-91 may require partial right-of-way acquisition and Temporary Construction Easements (TCEs). In some areas, a non-standard geometric cross-section is proposed to reduce the right-of-way impacts.

Benefits

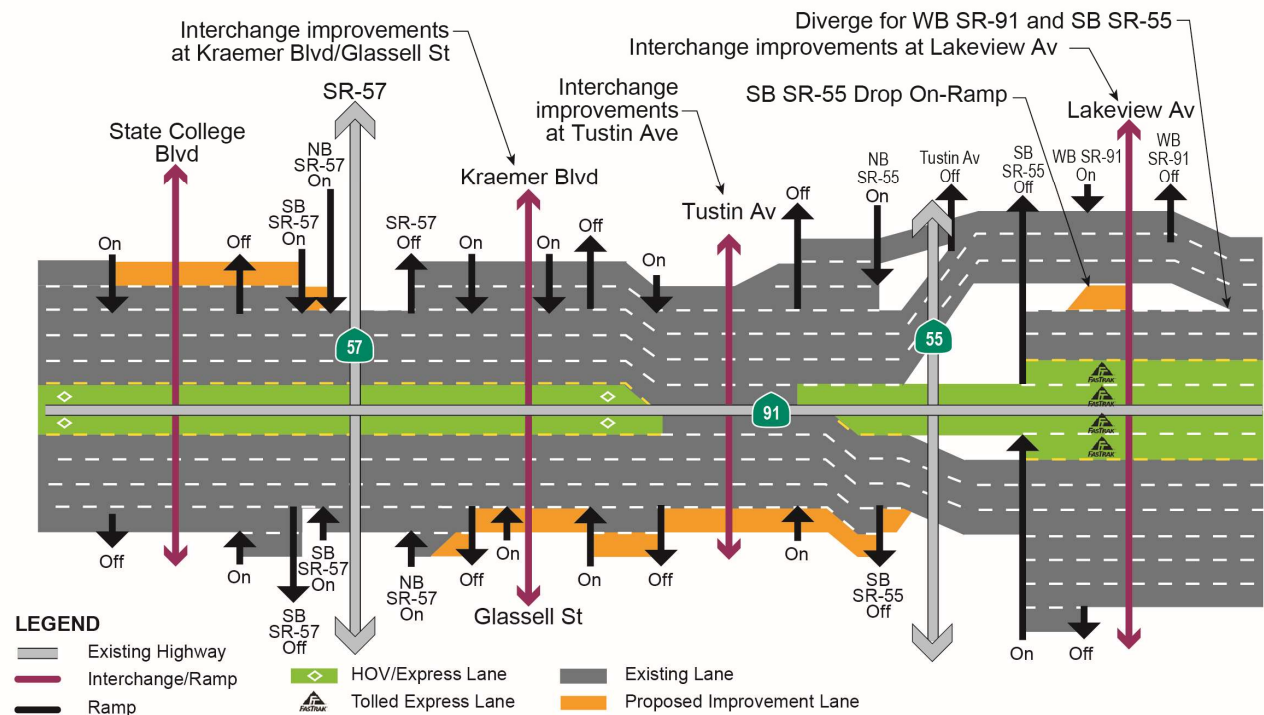
The proposed project improvements on WB and EB SR-91 between SR-57 and SR-55 include, among other features, adding one EB general purpose lane to achieve lane balancing and interchange improvements. Project improvements will improve safety, reduce congestion, and delay and reduce weaving.

Schedule and Cost

Construction is anticipated to be completed in 2030, and the total project cost is estimated to be approximately \$779,000,000.

Current Status

The project improvements were originally studied in the SR-91 Feasibility Study, which was completed in June 2009. The Project Study Report was completed in 2014, and the Project Approval/Environmental Document (PA/ED) was completed in 2020. This project was then split into three separate segments and the Plans Specifications and Estimate (PS&E) phase began in 2020 for all three segments. Segment 1 will start construction in April 2025, and Segment 2 and Segment 3 are in 100% design phase. The proposed improvements are included in the Measure M program.



Project Description

The new Placentia Metrolink Station will serve the Metrolink 91/Perris Valley Line, providing commuter rail service between Perris and Los Angeles, via Riverside and Orange counties. The project includes construction of a parking structure, OCTA bus access, an area for passenger pick-up and drop-off, and two station platforms.

Benefits

The station will meet the current transit demand and foster train ridership growth in the region, contributing to congestion relief on SR-91.

Schedule and Cost

Plans are 100 percent complete, however, the construction contract cannot be advertised until a Construction and Maintenance Agreement is in place with BNSF Railway, the right-of-way owner. The project will be advertised for bids once an agreement is in place. The total project cost is estimated to be \$34.8 million.

Current Status

The City of Placentia is the lead on right-of-way and environmental clearance, and OCTA is the lead agency for design and construction of the project. Funding for the project is programmed to use 91 Toll Revenues, M2 (OC Go) and the City of Placentia funds for the construction phase. State Transportation Improvement Program (STIP), Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA), OC Go and City funds are programmed for the design and right-of-way costs. Project is currently on hold.



Image source: www.placentia.org/Placentia-Metrolink-Site-Plan (Wildan Engineering)

Project Description

There are 18 daily trains that run on the Inland Empire-Orange County (IEOC) Line and 14 trains running on the 91/Perris Valley (91/PV) line for a total of 32 daily trains. The Perris Valley portion of the 91/PV Line extends Metrolink service southeast by 25 miles, from Riverside to Perris via Moreno Valley. Metrolink is conducting a plan that would look at optimizing service and realize cost efficiencies throughout the region.

Key Considerations

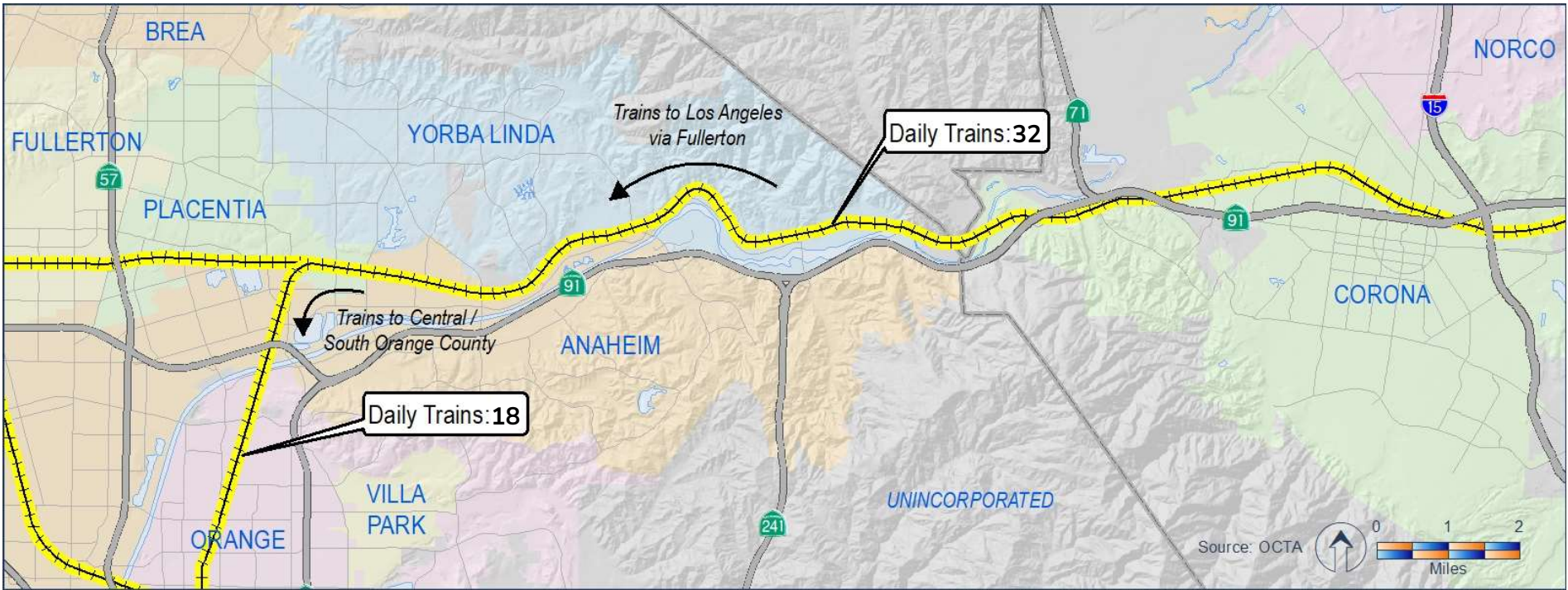
Construction of the new Placentia Metrolink station will improve passenger access along the 91/PV Line by creating a station between Fullerton and Corona.

Benefits

Enables development of Metrolink service, improved efficiency, and fosters train ridership growth in the region, contributing to congestion relief on the SR-91.

Current Status

In October 2024, Metrolink implemented the service optimization plan, which is helping to realize cost efficiencies related to crews and scheduling.



4/26/2023

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RCTC

Riverside County Projects

The Riverside County set of projects includes five improvements: the 15/91 Express Transit Connector, Green River Road Bike Lane Gap Closure, Santa Ana River Trail, the SR-71/SR-91 Interchange Improvements, and SR-91 Improvements east of I-15. Projects for implementation in Riverside County are anticipated to cost more than \$394 million (in 2025 dollars, or as noted).

Riverside County Project Summary	Cost (Millions)
15/91 Express Transit Connector	\$220
Green River Road Bike Lane Gap Closure	\$.014
Santa Ana River Trail	\$36.5+
SR-71/SR-91 Interchange Improvements	\$137
Improvements East of I-15	TBD
SUBTOTAL	\$393.5+

Project Description

The project consists of a transit and HOV connector between the express lanes on SR-91 and the transit and HOV facilities at North Main in the City of Corona, specifically the North Main Metrolink Station, the Corona Transit Center, and the Caltrans park-n-ride facility.

Key Considerations

The project is in the PSR-PDS phase to develop the purpose and need and project alternatives.

Depending on the alternative that is chosen, this project may have impacts to freeway and local street right-of-way, freeway operations, and transit operations.

Schedule and Cost

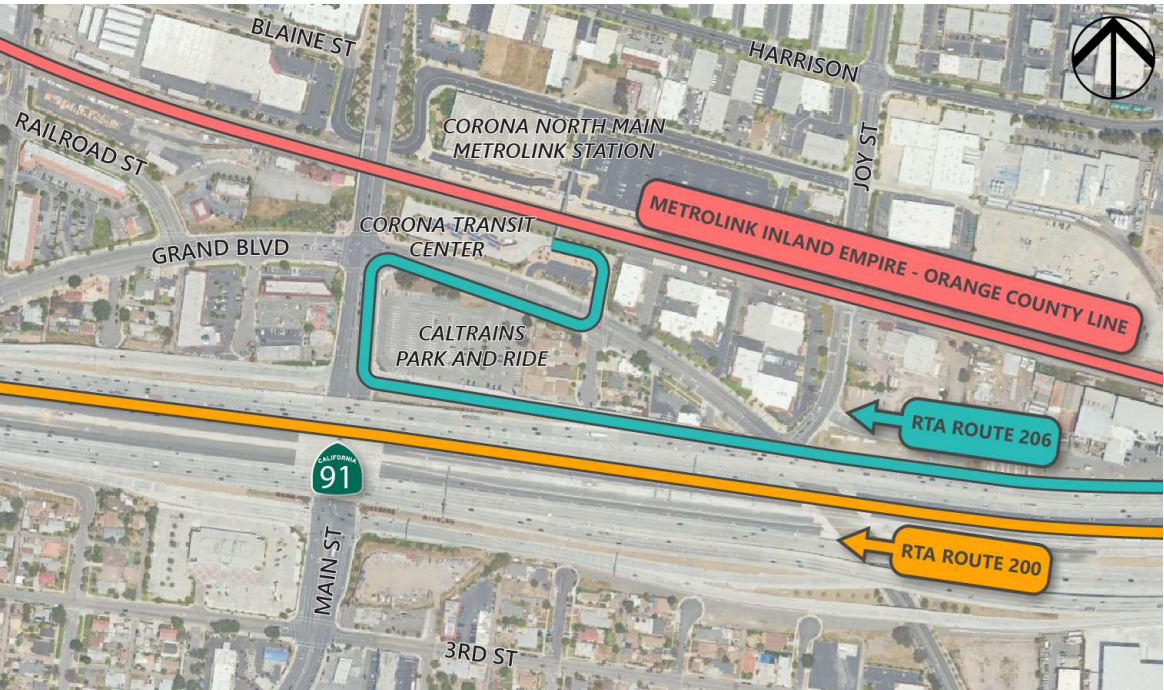
A PSR-PDS is underway. Preliminary alternatives are being developed, but construction is not yet approved or funded. Project cost is estimated at \$220 million. This project may be partially funded by 91 Express Lanes surplus toll revenues.

Benefits

The 15/91 Express Transit Connector would improve transit and HOV connectivity between the SR-91/I-15 Express Lanes and the North Main Metrolink, bus, and HOV facilities, creating a regional transportation hub. Connecting this missing link would yield both local and regional benefits such as improved transit access, increased HOV ridership, and reduced vehicle miles traveled.

Current Status

The project team is currently developing preliminary alternatives and a PSR-PDS document.



Green River Road Bike Lane Gap Closure

Project Description

The project consists of adding bike lanes along Green River Road between the Eastbound SR-91 Ramp intersection and Crestridge Drive intersection.

Key Considerations

The project proposes to restripe the existing roadway to provide bike lanes in both directions along Green River Road between the Eastbound SR-91 Ramp intersection and Crestridge Drive intersection.

Benefits

The project will provide bike lane connectivity between the existing Green River Road bike lanes to the east and the Santa Ana River Trail to the west, closing the existing bike lane gap along Green River Road. These lanes will provide regional bike lane connectivity until the Santa Ana River Trail is completed.

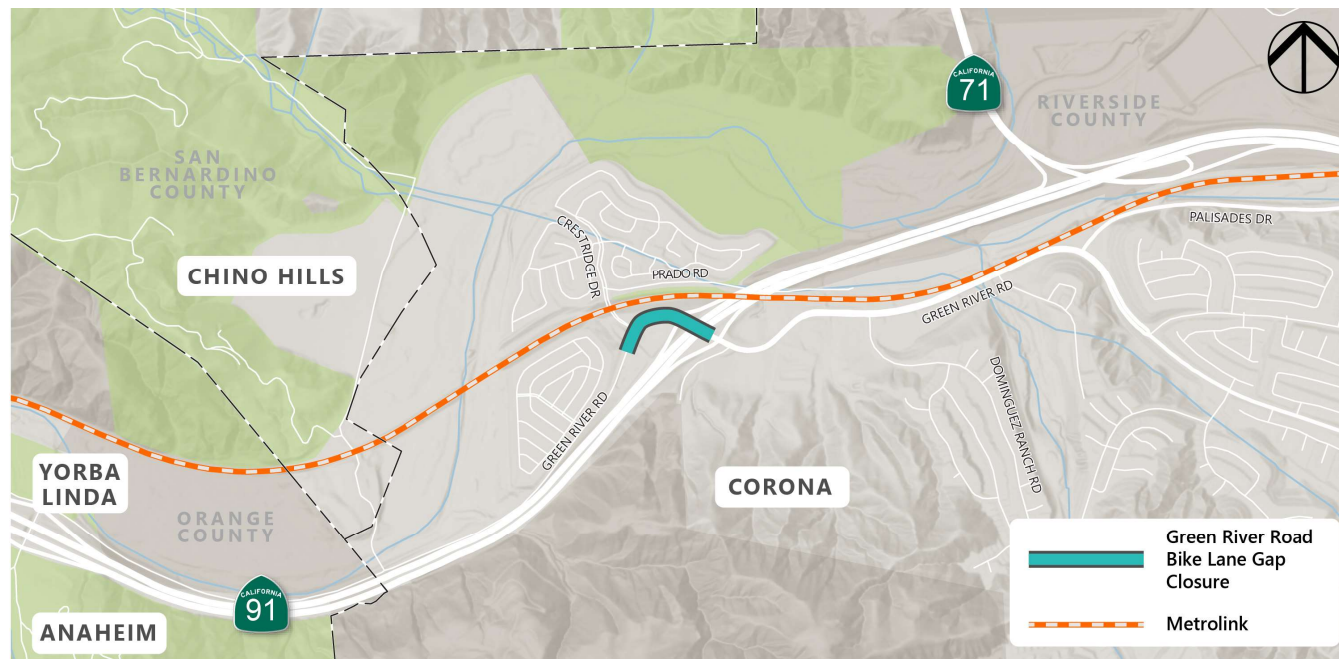
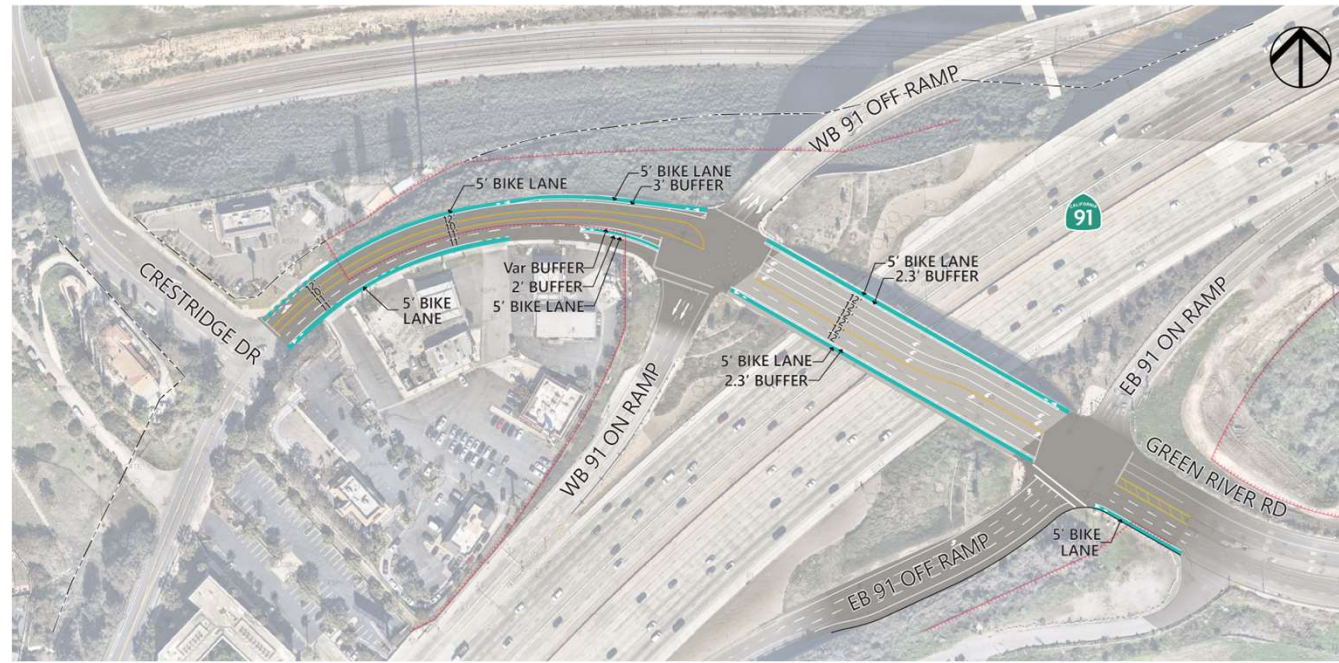
Schedule and Cost

Bids are anticipated in May 2025 with award expected in July.

Cost is estimated to be \$14,000.

Current Status

This work is part of a citywide pavement project. The Green River area will be prioritized and is expected to be completed by late 2025.

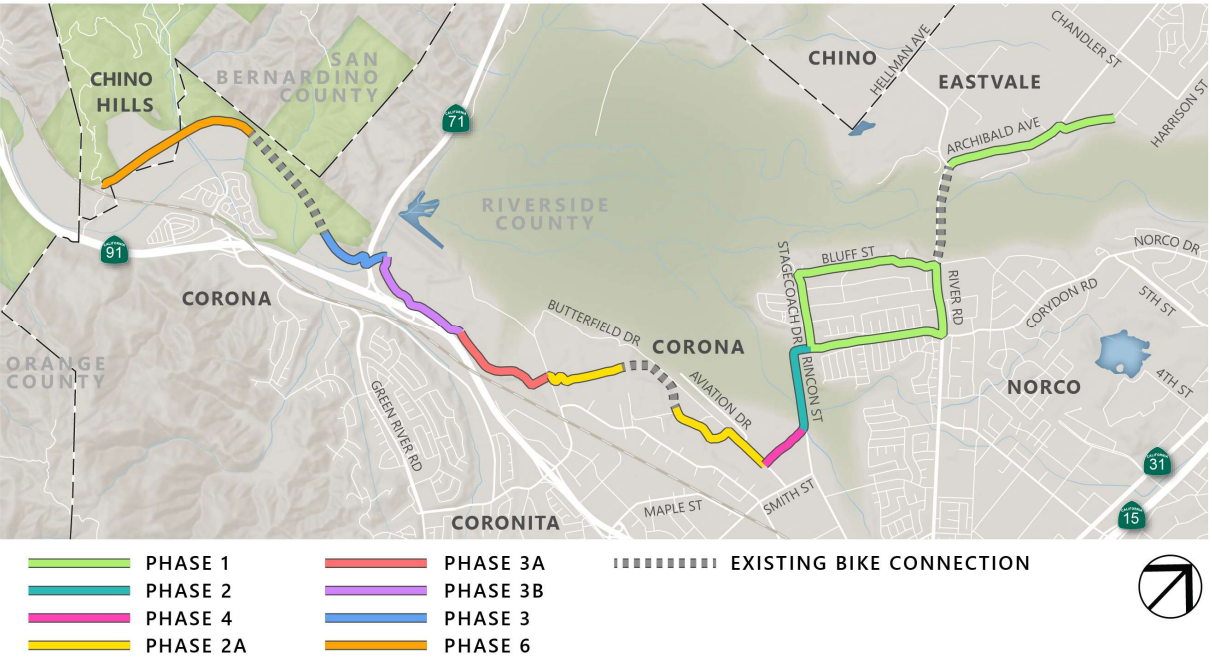


Project Description

The Santa Ana River Trail is a multi-use trail complex that runs alongside the Santa Ana River. When completed, it will be the longest multi-use trail in Southern California, spanning over 100 miles between San Bernardino and Orange counties. As envisioned, the trail connecting San Bernardino, Riverside, and Orange counties would be a dual-track trail consisting of 1) paved Class I and Class II Bikeways for bicyclists and pedestrians and 2) decomposed granite (DG) surfaced riding and hiking trail for equestrians, mountain bicyclists, and hikers. The Santa Ana River Trail is currently 60 percent complete. When finished it will extend from the San Bernardino County National Forest to the Pacific Ocean at Huntington Beach where the trail ends. There are currently two gaps in the trail: from Green River in Orange County to Hidden Valley Wildlife area in Riverside County; and from Waterman Avenue in San Bernardino to the National Forest boundary line near unincorporated Mentone.

This project addresses the gap from Green River to the Hidden Valley Wildlife area and involves installing multi-use trails along local streets and in the Santa Ana River Trail (SART) located within the Prado Dam Flood Control Basin area of the Santa Ana River for the easterly portion of the trail and the Green River Golf Club for the westerly portion of the trail.

Phase	Schedule	Cost	Status
1	TBD	unknown	On hold pending funding
2,2A,3A	Env and Design complete summer 2025	\$9 million – Phases 2/2A/3A	No construction funding
3B	Env and Design complete spring 2025, construction by 2028	\$1 million	Funded and incorporated into USACE spillway project
3	TBD	unknown	On hold pending funding
4	Complete	\$1.5 million	Complete
6	Complete by 2026	\$25 million	Funded



SR-71/SR-91 Interchange Improvements

Project Description

The current project includes a new two-lane direct connector from eastbound (EB) SR-91 to northbound (NB) SR-71 and realignment of the existing Green River Road SR-91 EB on-ramp to provide connection to NB SR-71 and EB SR-91.

Key Considerations

Project improvements must be coordinated with the following projects: the SR-91 Eastbound Corridor Operations Project and the SR-241/SR-91 Tolted Express Connector. Close coordination with the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, and California Department of Fish and Wildlife will also be required as the connector crosses the Santa Ana River west of the Prado Dam.

Benefits

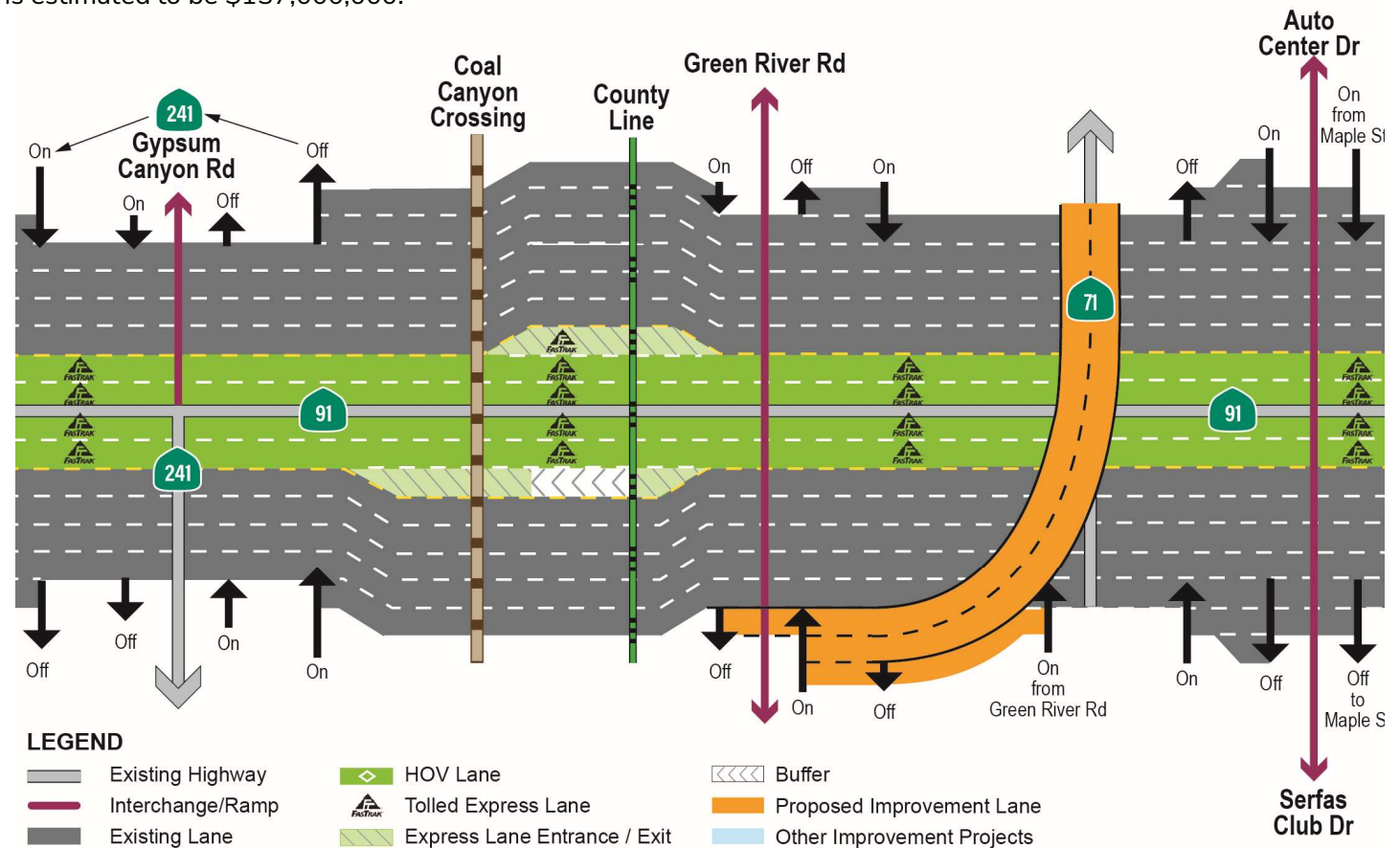
The project will provide a new direct connector improvement from EB SR-91 to NB SR-71, replacing the geometric choke point created by the existing loop connector. The project will also improve traffic operations and operational efficiency by eliminating or minimizing weaving conflicts through the use of auxiliary lanes.

Schedule and Cost

Construction is planned for completion in late 2025. Construction cost is estimated to be \$137,000,000.

Current Status

The environmental phase was completed in 2011 and final design in 2015. An environmental revalidation and update to the final design was completed in 2022. The project started construction in January 2023.



Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North, the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (completed as part of RCTC I-15 Express Lanes Project), and improvements east of I-15. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. The SR-91 Improvements East of I-15, which includes extending an Express Lane east of McKinley Street and adding a general-purpose lane from I-15 to Pierce Street in each direction (the subject project), is a component of the SR-91 CIP that was not constructed with the Initial Phase.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange, the SR-241/SR-91 Tolle Express Connector, the 15/91 Express Transit Connector, and the SR-91 Westbound Auxiliary Lane.

Benefits

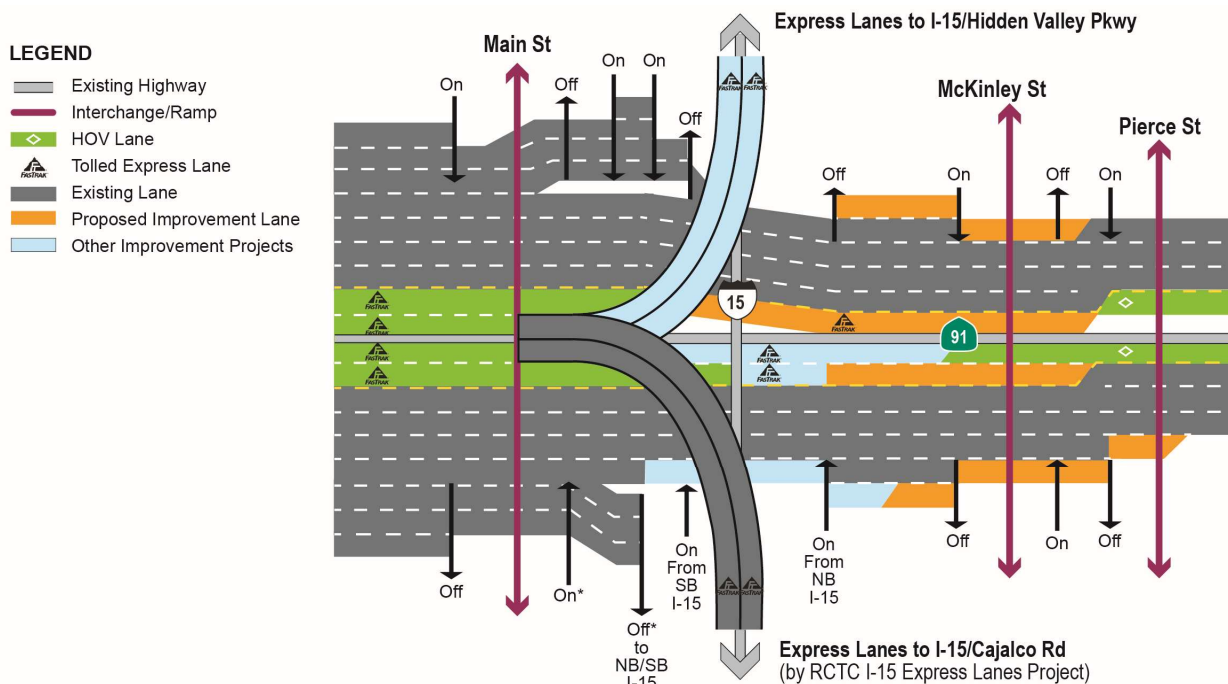
The SR-91 Improvements East of I-15 will reduce congestion and delays by providing additional operational improvements on SR-91 from I-15 to Pierce Street.

Schedule and Cost

Anticipated project completion and cost are to be determined. This project may be partially funded by 91 Express Lanes surplus toll revenues.

Current Status

Preliminary engineering is complete but is currently being revisited. The SR-91 Improvements East of I-15 is currently included in the SR-91 CIP environmental document for the SR-91 that was completed in 2012.



RCTC



Bi-County Projects

There are three Bi-County improvement projects that will benefit both Orange and Riverside Counties. These projects include: the SR-241/SR-91 Tolled Express Connector, 91 Eastbound Corridor Operations Project (SR-241 to SR-71), and 91 Westbound Improvements (SR-241 to SR-71). The total cost for the projects is expected to be more than \$674 million (in 2025 dollars, or as noted).

Bi-County Project Summary	Cost (Millions)
SR-241/SR-91 Tolled Express Connector	\$524
91 Eastbound Corridor Operations Project (SR-241 to SR-71)	\$150
91 Westbound Improvements (SR-241 to SR-71)	TBD
SUBTOTAL	\$674+

Project Description

The SR-241/SR-91 Tolloed Express Connector will consist of a direct connector between the 241 Toll Road and 91 Express Lanes, carrying northbound 241 Toll Road traffic to the eastbound 91 Express Lanes and westbound 91 Express Lanes traffic to the southbound 241 Toll Road.

Key Considerations

The project is part of the planned build out of the Eastern Transportation Corridor as approved in 1994. The purpose of the project is to improve traffic operations on the Northbound 241 Toll Road and SR 91 Corridor by providing a new route choice, reducing weaving and merging that causes congestion, and ensure free-flow speeds within the 91 Express Lanes. A key consideration is for the 241/91 EC to use dynamic pricing and progressive demand management tools to manage demand, while maximizing system performance and meeting performance metrics. The project will require widening of SR-91 to accommodate the direct connector and associated Express Auxiliary Lanes in the median. The project's planned construction considers and aligns with the implementation of other planned improvements in the area including the SR-91 Eastbound Corridor Operations Project and SR-71/SR-91 Interchange Improvements. Coordination between TCA , OCTA, RCTC, and Caltrans continues to ensure operations and maintenance considerations are addressed prior to and during operations. Coordination will also continue with local agencies including the city of Anaheim to ensure consistency with existing transportation plans.

Schedule and Cost

Final Design is expected to be completed in 2025. Construction is anticipated to last approximately 36 months beginning in 2025 with project opening in 2028. These milestones are contingent upon approval of interagency agreements between F/ETCA, Caltrans, RCTC, and OCTA on such matters as a Master Agreement, Operations Agreement, and F/ETCA receiving tolling authority approval from the California Transportation Commission (CTC). The total cost of the project will be approximately \$524,000,000.

Benefits

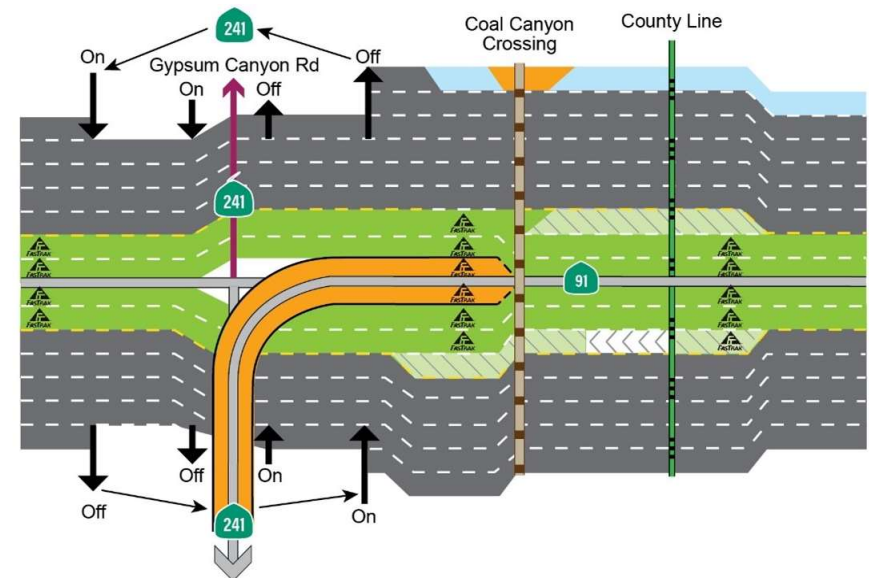
The project will provide a direct connection between the 91 Express Lanes and the 241 Toll Road, therefore providing benefits such as a new route choice, improving regional mobility, enhanced traffic operations on the 91 and 241 corridors resulting in travel time savings depending on direction, day and time of travel. The project will also reduce carbon emissions, fuel consumption, and improve air quality.

Current Status

Caltrans approved the Project Approval and Supplemental Environmental Document with Record of Decision in March 2020. The project is currently completing Final Design. In addition, OCTA, RCTC, and Caltrans are working collaboratively with TCA to complete negotiations and execute the Master and Operating Agreements. TCA is also progressing through the tolling authority process with the CTC.

LEGEND

-  Existing Highway
-  Interchange/Ramp
-  HOV Lane
-  Express Lane Entrance / Exit
-  Buffer
-  Tolloed Express Lane
-  Existing Lane
-  Proposed Improvement Lane
-  Other Improvement Projects



Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North, and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (completed as part of RCTC I-15 Express Lanes Project), and improvements east of I-15. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. The SR-91 Eastbound Corridor Operations Project between SR-241 and SR-71 (the subject project) is a component of the SR-91 CIP that was not constructed with the Initial Phase.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange and the SR-241/SR-91 Tolloed Express Connector.

Benefits

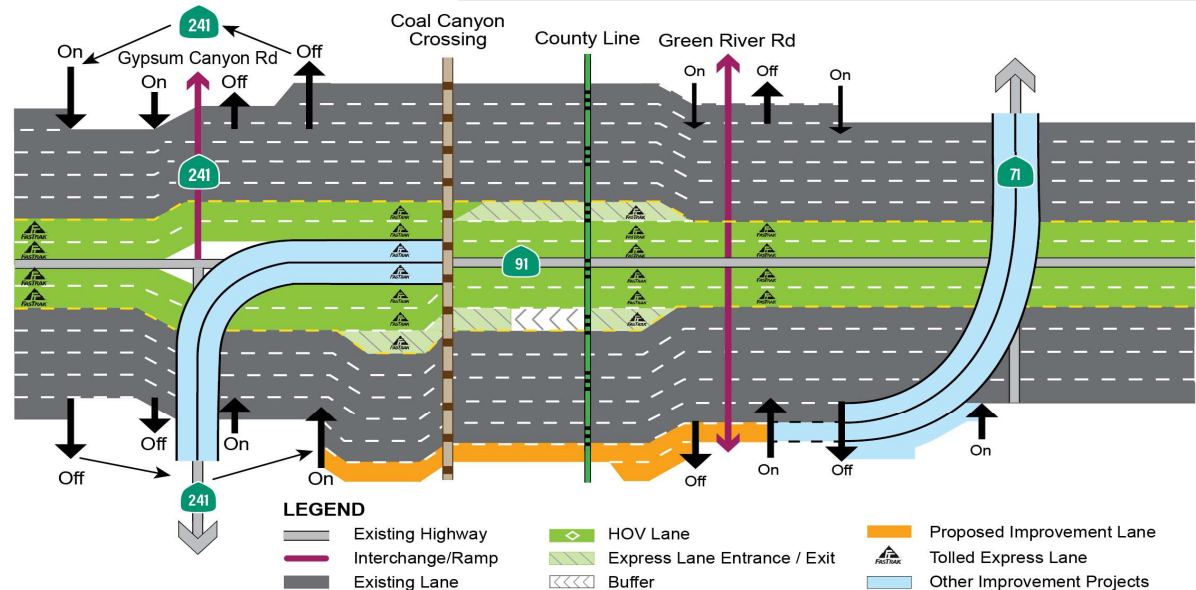
The 91 Eastbound Corridor Operations Project will reduce congestion and delays by providing additional operational improvements on SR-91 from SR-241 to SR-71.

Schedule and Cost

With an estimated cost of \$150,000,000, the project is anticipated to be completed by 2030. This project may be partially funded by 91 Express Lanes surplus toll revenues.

Current Status

The 91 Eastbound Corridor Operations Project is included in the SR-91 CIP environmental document that was completed in 2012. An alternatives analysis to evaluate potential improvement options in the eastbound direction was initiated in 2020 and completed in 2022. Efforts to determine final scope and prepare an environmental revalidation began in 2023 and is expected to be completed in 2025 followed by initiation of the Final Design phase.



91 Westbound Improvements (SR-241 to SR-71)

Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North, and the construction of one Express Lane in each direction southerly to I-15/Cajalco Road (completed as part of RCTC I-15 Express Lanes Project), and improvements east of I-15. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. The 91 Westbound Improvements between SR-241 and SR-71 (the subject project) are a component of the SR-91 CIP that was not constructed with the Initial Phase.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange and the SR-241/SR-91 Tolloed Express Connector.

Benefits

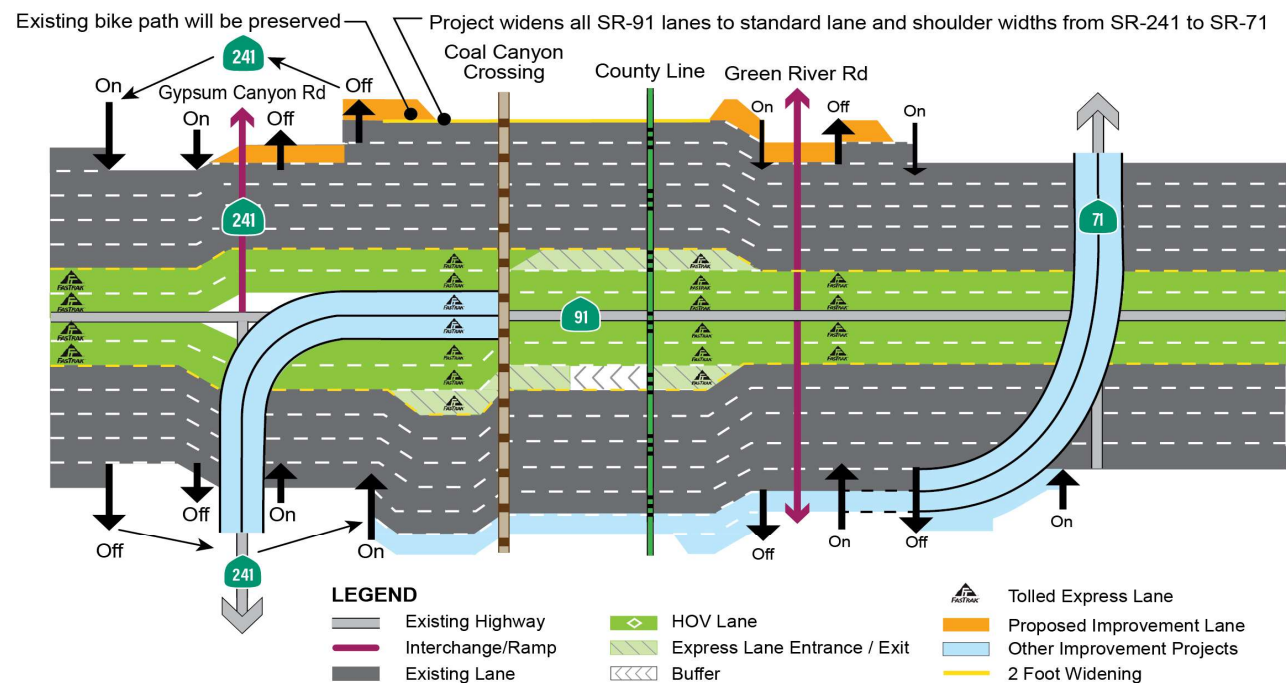
The 91 Westbound Improvements will reduce congestion and delays by providing additional operational improvements on SR-91 from SR-241 to SR-71.

Schedule and Cost

Anticipated project completion and cost are to be determined. This project may be partially funded by 91 Express Lanes surplus toll revenues.

Current Status

Preliminary engineering is complete but will need to be revisited at a future date. The 91 Westbound Improvements are Included in the SR-91 CIP environmental document that was completed in 2012.





Post-2035 and Conceptual Projects

Concepts for potential Post-2035 implementation focus on longer-lead time projects. This multi-billion dollar program may include: a westbound auxiliary lane, an elevated 4-lane facility (MIS Corridor A) from SR-241 to I-15; Westbound SR-91 to Southbound SR-55 Connector Improvements, Eastbound SR-91 Fifth Lane Addition at SR-241, and Fairmont Boulevard Improvements. These potential concepts include significant environmental constraints and right of way requirements in addition to requiring a significant amount of planning, design, and future policy and public input.

Concept Summary	Cost (Millions)
SR-91 Westbound Auxiliary Lane	\$40
Elevated 4-Lane Facility (MIS Corridor A) from SR-241 to I-15	\$2,720
Westbound SR-91 to Southbound SR-55 Connector Improvements	\$75-\$150
Eastbound SR-91 Fifth Lane Addition at SR-241	\$31
Fairmont Boulevard Improvements	\$76.8
SUBTOTAL	\$2,902.8 - \$2,977.8+

SR-91 Westbound Auxiliary Lane

Concept Description

The concept scope is to construct an auxiliary lane (less than one mile) on westbound SR-91 from Pierce Street onramp to McKinley Street off-ramp.

Key Considerations

Project coordination with the 91 Improvements East of I-15 will be needed.

Benefits

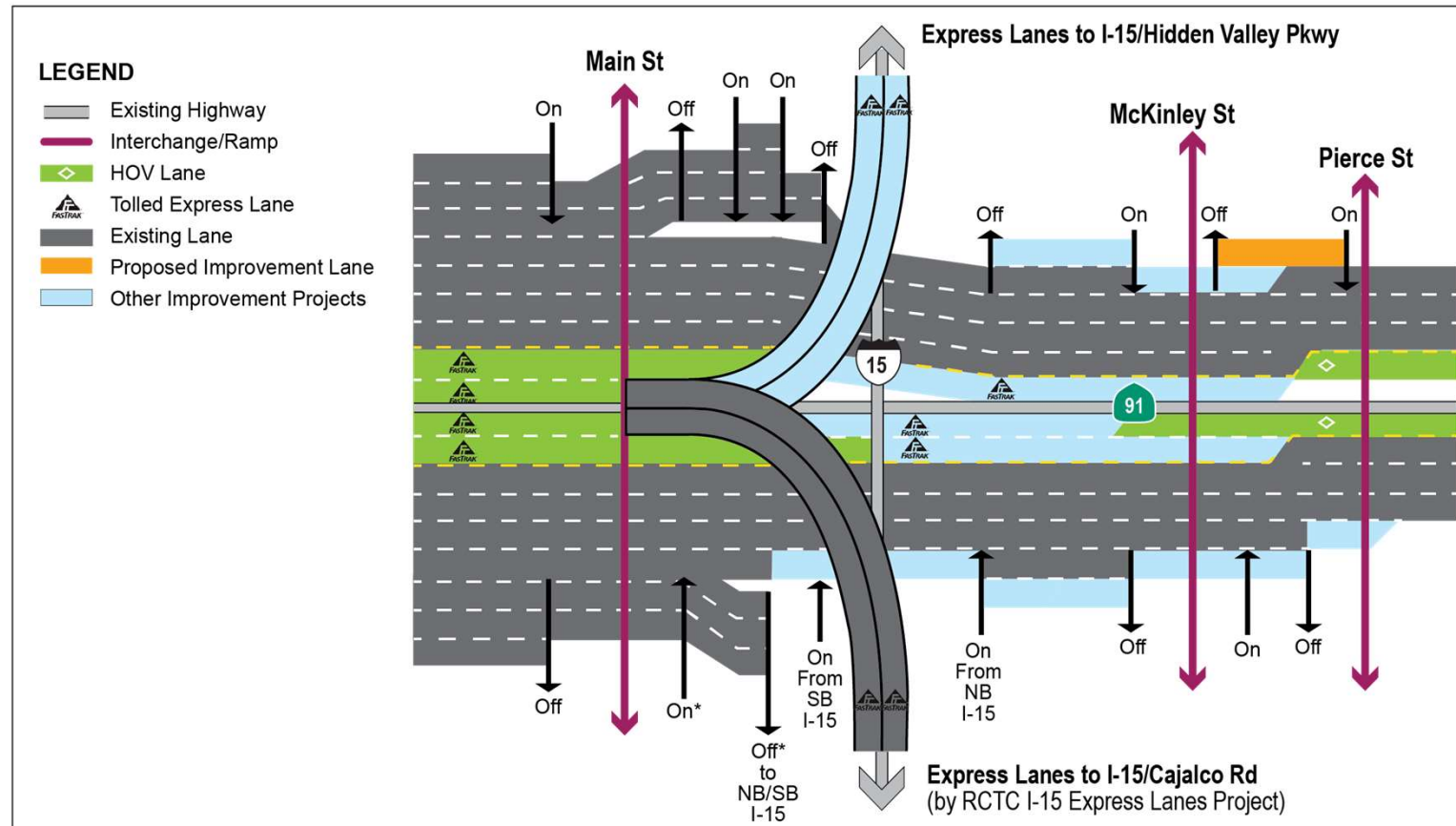
Reduce weaving and merging conflicts to improve operational efficiency and traffic safety on this segment of westbound SR-91.

Schedule and Cost

The estimated cost of the concept is approximately \$40 million and could be complete in 2033.

Current Status

Caltrans is currently developing a Project Initiation Document.



Elevated 4-Lane Facility from SR-241 to I-15 (MIS Corridor A)

Concept Description

The improvements primarily consist of constructing a new 4-lane elevated expressway near or within the Santa Ana Canyon with freeway-to-freeway connectors at SR-241 and I-15. The facility may include managed lanes and potential reversible operations.

Key Considerations

Choice of alignment will be key to determining net capacity increase. Extensive right-of-way (R/W) will be required to implement the improvements if the alignment is not in the SR-91 corridor. When median connector projects or HOV/HOT projects are constructed and this 4-lane elevated facility is proposed within the median of SR-91 through Corona, then extensive managed lane closures would be required during construction (thus temporarily reducing SR-91 capacity during construction).

An alternative could be studied for the median Corridor A viaduct along with reduced SR-91 geometric standards to minimize R/W impacts.

Also, direct connectors (such as for High Occupancy Vehicle (HOV) / High Occupancy Toll (HOT) at I-15/SR-91) to/from the median could be precluded by Maglev columns located within the same median area. Caltrans and Maglev highway R/W, maintenance, safety, and operations considerations would need to be analyzed if shared use with a Maglev facility were pursued. Additional mitigation costs may be required for improvements to SR-241 and SR-133 as a result of additional Corridor traffic volumes. With Corridor A as managed lanes, and the extension of 91 Express Lanes to I-15, this project concept may affect traffic distribution due to “parallel” tolled facilities.

Benefits

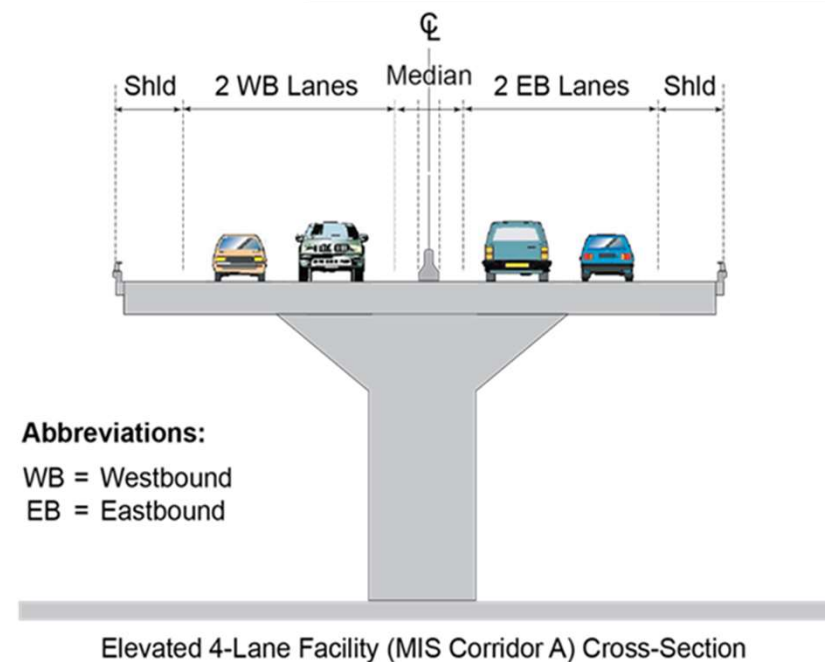
The concept would provide significant congestion relief by allowing vehicles to bypass the at-grade freeway lanes and local arterial interchanges between SR-241 and I-15. Connections are proposed directly between SR-91, SR-241, and I-15.

Schedule and Cost

This concept is identified in the Riverside County - Orange County Major Investment Study (MIS) as part of the Locally Preferred Strategy to improve mobility between Riverside County and Orange County. No project development work is planned at this time.

Current Status

Anticipated project completion is post-2035 and construction cost is estimated to be \$2,720,000,000 (2005 dollars).



Concept Description

The project consists of operational improvements by modifying the connector to SB SR-55 from WB SR-91. The improvements would extend to Lakeview Avenue to the east and would include a new connector from WB SR-91 to SB SR-55 as a potential right-hand exit.

Key Considerations

Right-of-way impacts, detailed SR-55/SR-91 interchange improvements, and downstream impacts to SR-55 require further evaluation in a subsequent phase of project development. Conceptual design of SR-55/SR-91 would be coordinated with completed improvements at SR-91 and Tustin Avenue, and with the SR-91 Environmental Study Improvements from SR-57 to SR-55.

Operational enhancements between SR-55 and Lakeview Avenue will provide some benefit for SR-55/SR-91 by addressing WB SR-91 weaving issues. In addition, the proposed WB drop-ramp from Lakeview Avenue has been designed to accommodate three WB through lanes on either side in order to reduce throwaway costs in the future should the SR-91 be shifted to accommodate a right-hand exit for SB SR-55.

Benefits

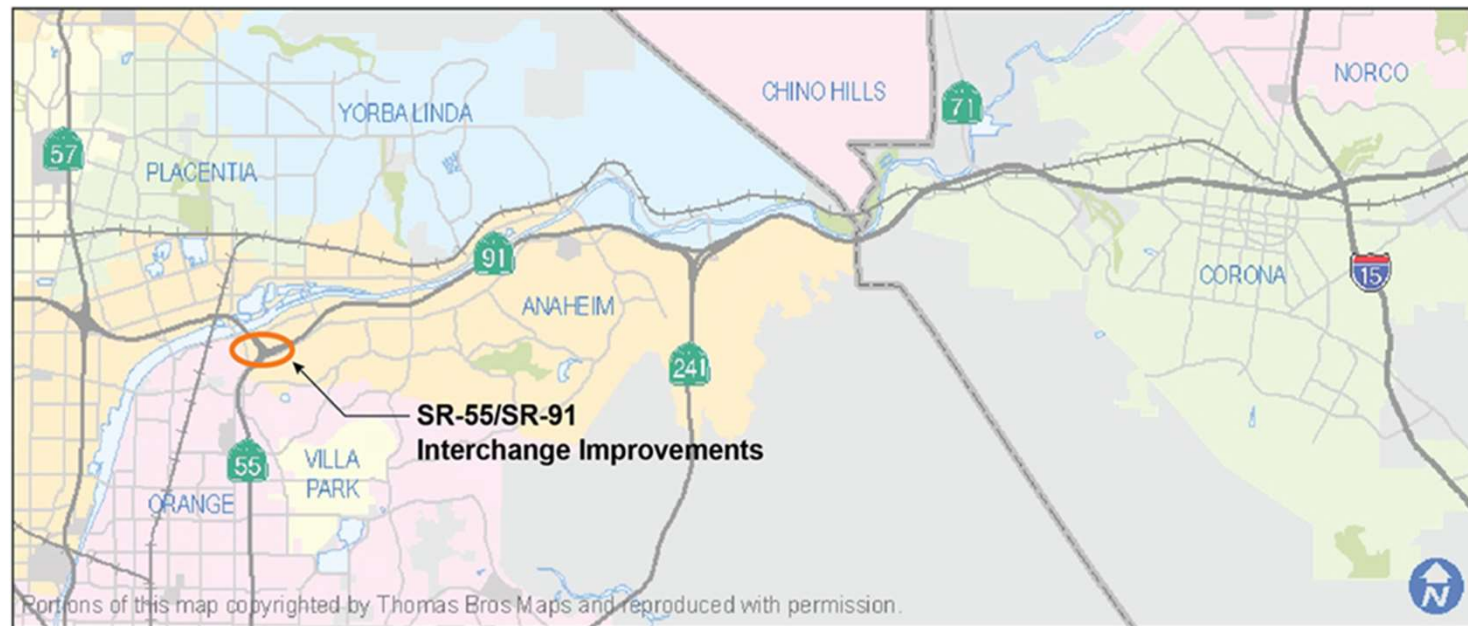
Interchange improvements are anticipated to provide congestion relief for WB SR-91 traffic and potentially improve the connection from WB SR-91 to SB SR-55.

Schedule and Cost

SR-55/SR-91 project information was derived from the Final Alternatives Evaluation and Refinement Report, December 2005, by the Riverside County - Orange County Major Investment Study (MIS). Focused SR-91/SR-55 conceptual engineering needs to be scheduled. However, initial conceptual engineering was also studied as part of the SR-91 Feasibility Study Between State Route 57 and State Route 55 Interchange Areas in June 2009, and as part of the SR-91 Environmental Study Improvements from SR-57 to SR-55.

Current Status

Anticipated project completion is post-2035 and construction cost is estimated to be from \$75,000,000 to \$150,000,000 (2014 dollars).



Concept Description

The location of the proposed EB SR-91 fifth general purpose (GP) lane addition (The Segment) is on EB SR-91 from Weir Canyon Road to the NB SR-241 Connector. The Segment consists of four GP lanes and two managed lanes (91 Express Lanes).

Upstream (westerly) from The Segment the EB SR-91 has 5 GP lanes and the 5th lane drops to the SB SR-241 Connector as some traffic volume exits to the SB SR-241. Downstream from The Segment the EB SR-91 gains the 5th lane back as the NB SR-241 Connector merges with SR-91 in a dedicated lane addition. This 5th lane continues beyond the Riverside County line providing enhanced mobility.

Key Considerations

This segment with four GP lanes might be creating a traffic choke point due to the decrease of capacity, potentially contributing to significant traffic delays passing through this segment along with other traffic issues such as queue jumping, weaving, merging and operational speed differential. However, additional traffic from NB SR-241 to EB SR-91 and Gypsum Canyon Rd on-ramp suggest balancing the number of lanes should be carefully examined. As such, additional capacity will enhance EB freeway operations along this Segment.

Benefits

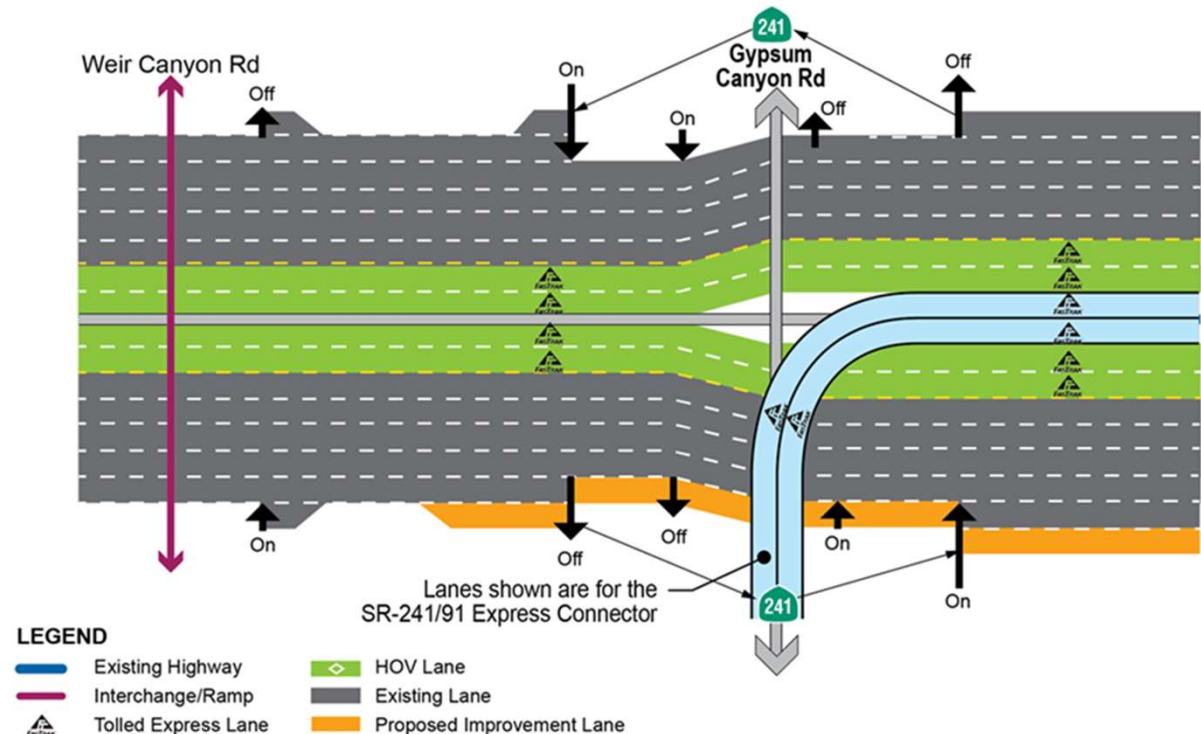
- Extends the existing 5th EB GP lane easterly and ties it to the existing 5th lane downstream. This could provide capacity enhancement and may result in removing an existing choke point. Significant delay savings is anticipated.
- Potentially eliminate queue jumping in this area from EB SR-91 as well as Weir Canyon Rd.
- Potentially reduce speed differential between through lanes, thus creating a more balanced flow.
- Potentially provide balanced lane utilization at high traffic demand area.

Schedule and Cost

Additional traffic analysis and study is required to confirm the benefits to EB SR-91 by the proposed improvements. This location was identified by Caltrans as a high congestion location in the County. The concept is intended to improve the choke point that exists due to the presence of a 4-lane segment between 5-lane freeway segments.

Current Status

Total project cost, based on Caltrans' estimate, is \$31.25 million. Project schedule has not been determined.



Concept Description

The project would provide a new interchange with SR-91 at Fairmont Boulevard. On and off ramps will connect Fairmont Boulevard from the north to eastbound (EB) and westbound (WB) SR-91. The proposed interchange does not include a vehicular Fairmont Boulevard connection to Santa Ana Canyon Road to the south. A pedestrian/bicycle connection is also proposed between La Palma Avenue and Santa Ana Canyon Road. This bridge and pathway will allow for direct Santa Ana River Trail access from both Anaheim south of SR-91 and from Yorba Linda.

Key Considerations

Interchange spacing and weaving issues (to SR-55) need to be evaluated. Widening of SR-91 may be needed to accommodate interchange ramps. Proximity of the Santa Ana River may require that the WB ramp junction be located north of the river. New connection requirements and interchange spacing needs to be considered. Ramp and bridge placement needs to take pedestrian/bicycle bridge into account or incorporate the pedestrian/bike path into the design beyond the vehicular access limits of the project.

Schedule and Cost

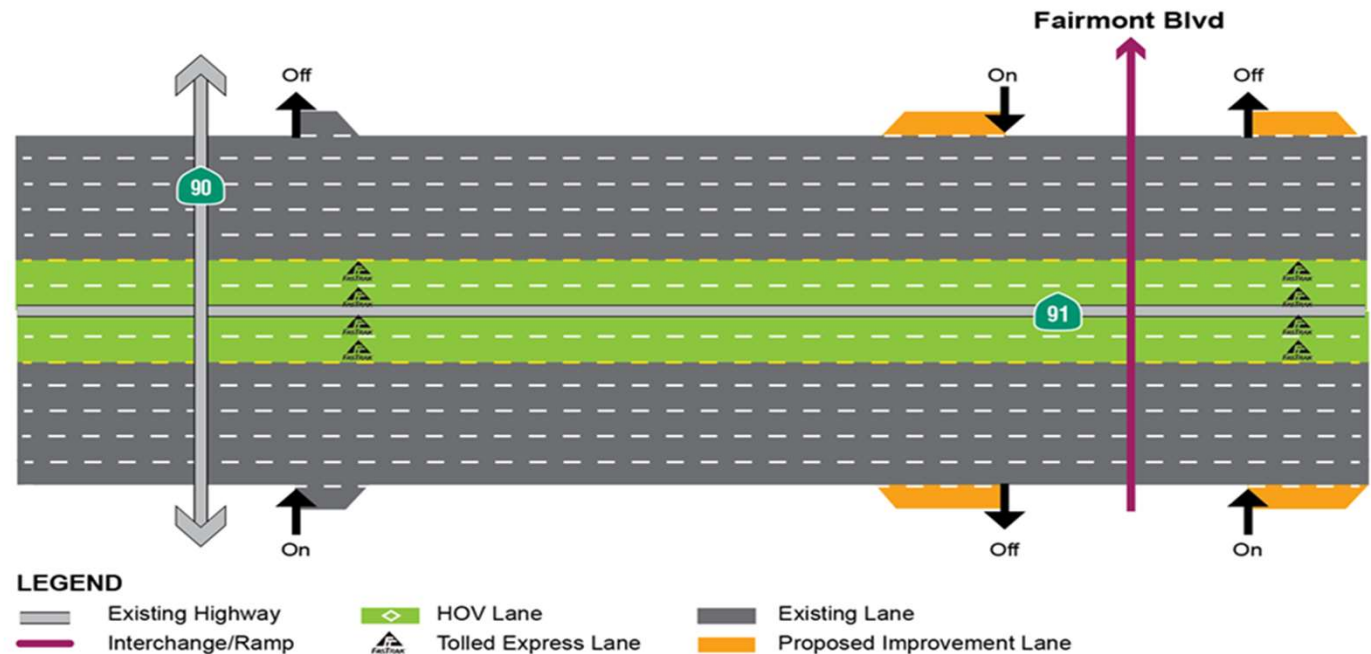
The City of Anaheim completed a conceptual engineering study in December 2009 for the interchange. Multiple alternatives have been developed as part of the conceptual engineering study. Bicycle/pedestrian bridge is currently in initial planning stages. Project development is pending funding identification. On July 24, 2017, OCTA staff along with a senior staff member of WSP presented the findings of a 91 Express Lanes intermediate access study. The study provided various alternatives, traffic modeling, and financial impacts of the additional access. At the conclusion of the discussion, the OCTA Board of Directors did not authorize additional analysis for the intermediate access.



Benefits

The interchange is expected to relieve congestion at Imperial Highway (SR-90), Lakeview Avenue, and Weir Canyon Road Interchanges. Preliminary traffic modeling shows a 10-15% decrease in volumes at Weir Canyon and SR-90 interchanges with the interchange alternative.

Current Status

Anticipated project completion is post 2035 and construction cost is estimated to be \$76,800,000 (costs from 2009 Feasibility Study). R/W cost is undetermined. Cost excludes any potential impact to Santa Ana River.



Completed Projects

The following exhibits represent completed projects from previous Plans since 2006 and are intended to be used as a reference to illustrate the progress made since the inception of the Plan. Note: some projects listed in the Plan as completed (see Section 1, Project Accomplishments) are not included herein since there was no exhibit created or necessary for use with prior Plans (such as for restriping projects, various safety enhancements, minor operational improvements, etc.).

Project Improvements	Constructed
Green River Road Overcrossing Replacement	March 2009
North Main Street Corona Metrolink Station Parking Structure	June 2009
Eastbound Lane Addition from SR-241 to SR-71	September 2010
Widen SR-91 between SR-55 and SR-241 by Adding a 5th GP Lane in Each Direction	December 2012
SR-91 WB Lane at Tustin Avenue	April 2016
Metrolink Service Improvements	June 2016
Initial Phase CIP: Widen SR-91 by One GP Lane in Each Direction East of Green River Rd, CD Roads and I-15/SR-91 Direct South Connector, Extension of Express Lanes to I-15 and System/Local Interchange Improvements	July 2017
Express Bus Service	2019
La Sierra Metrolink Parking Improvements	February 2019
SR-91 Corridor Operations Project	February 2022
Anaheim Canyon Metrolink Station Improvements	January 2023
15/91 Express Lanes Connector	November 2023
Eastbound 91 Express Lane Extension	November 2023

Project Description

Improvements primarily consist of replacing the existing Green River Road overcrossing with a new six-lane wide, 4 span overcrossing to accommodate future widening of SR-91. The interior spans will accommodate up to eight mainline lanes in each direction including two HOV lanes. The exterior spans can accommodate two lanes, either for Auxiliary lanes or collector distributor roads. Entrance and exit ramps will be realigned and widened to accommodate the new bridge, yet the interchange will retain its current configuration. New Signals will be installed at the ramp intersections. Ramp and bridge improvements will be constructed within the existing right of way.

Key Considerations

Design interface is required with the Eastbound Lane Addition from SR-241 to SR-71. SR-71/SR-91 Interchange Improvements, SR-91 Corridor Improvement Project, and SR-241/SR-91 HOV/HOT Connector.

Current Status

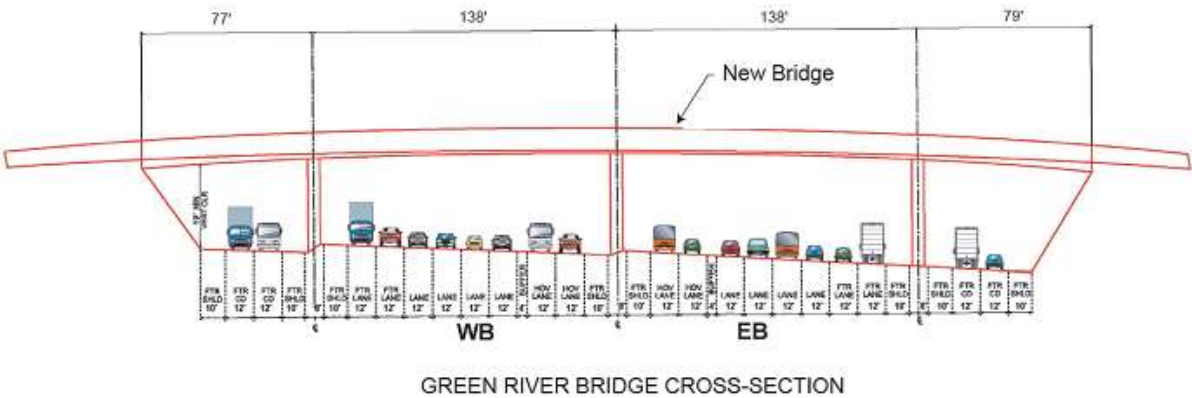
The project began construction in March 2007 and was completed in March 2009.

Benefits

The project will improve the level of service at ramp and local street intersections at the interchange. Improvements will reduce ramp queues that extend into the freeway's general-purpose lanes, thus contributing to congestion relief on SR-91.

Project Costs	\$
Capital Cost	\$21,000,000
Support Cost	\$3,000,000
Right of Way Cost	\$301,000
Total Project Cost	\$24,301,000

Project Schedule	Status
Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed



North Main Street Corona Metrolink Station Parking Structure

Project Description

The project provides a six level parking structure with 1,065 parking stalls. The construction is within the existing North Main Street Metrolink station property in Corona.

Key Considerations

Proposed improvements were constructed within existing right of way. Currently there are 700 users of the facility, 200 more that were previously able to accommodate. Additionally, RCTC has opened up the lot to park and ride carpools and vanpools and has issued over 120 permits for carpools to use the expanded station. This shows an added benefit of supporting carpooling as well as transit to offset congestion on SR-91.

Benefits

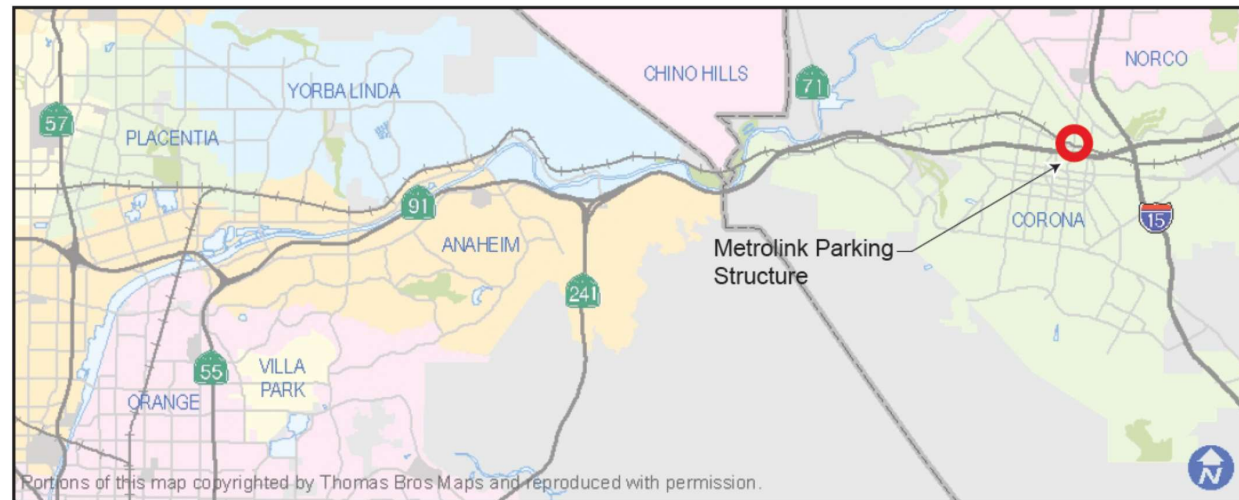
Demand for parking currently exceeds the capacity at the North Main Street Corona station. New parking capacity will allow Metrolink ridership to increase thereby diverting vehicle trips from SR-91.

Current Status

Construction was initiated in January 2008 and was completed in June 2009. The Project was funded with Federal Congestion Management and Air Quality (CMAQ) funds.

Project Costs	\$
Capital Cost	\$20,000,000
Support Cost	\$5,000,000
Right of Way Cost	\$0
Total Project Cost	\$25,000,000

Project Schedule	Status
Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed



Eastbound Lane Addition from SR-241 to SR-71

Project Description

The project will provide an additional eastbound (EB) lane from the SR-91/SR-241 interchange to the SR-71/SR-91 interchange and will widen all EB lanes and shoulders to standard widths.

Key Considerations

Coordination with the SR-91 Corridor Improvement Projects will be required. Staged construction would be required for all ramp reconstruction and freeway widening. Freeway operations would most likely be affected by this project, however, freeway lane closures are not anticipated. An EB concrete shoulder will be constructed with a 12-foot width to provide for future widening.

Benefits

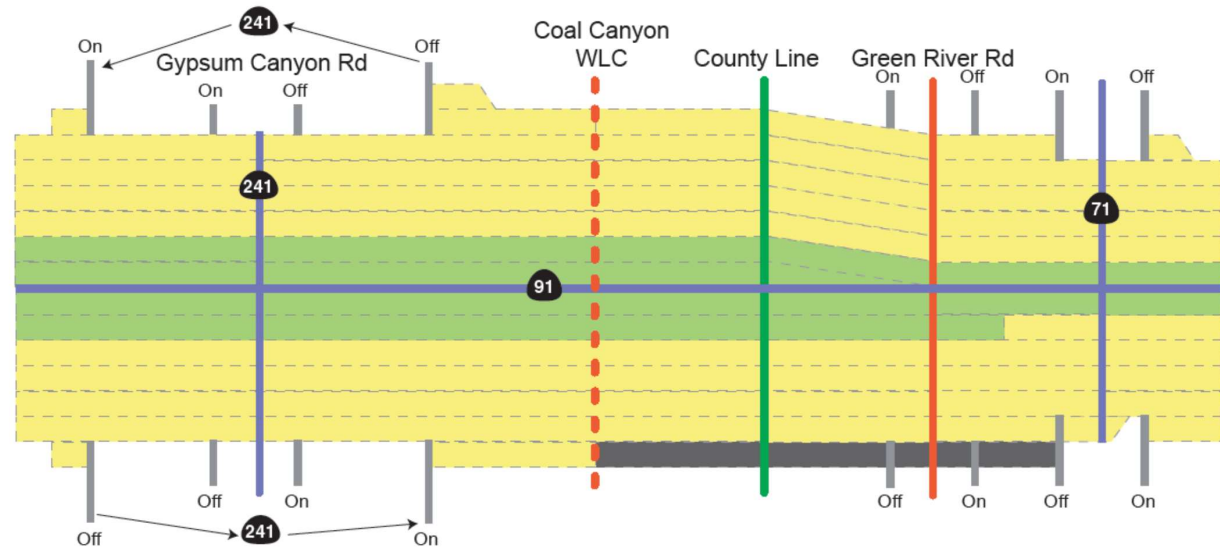
The lane addition would help alleviate the weaving condition between SR-241 and SR-71, as well as remove vehicles from the SR-91 mainline that would be exiting at Green River Road and SR-71.

Current Status

Funding is from the American Recovery and Reinvestment Act (ARRA) with \$71.44M approved, and the balance of project costs are from other sources. Construction began in late 2009 and was completed in September 2010.

Project Costs	\$
Capital Cost	\$41,000,000
Support Cost	\$8,000,000
Right of Way Cost	\$2,200,000
Total Project Cost	\$51,200,000

Project Schedule	Status
Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed



Project Description

The project will add a westbound (WB) auxiliary lane on SR-91 beginning at the northbound (NB) SR-55 to WB SR-91 connector through the Tustin Avenue interchange. This project includes approximately 1.1 lane miles.

Key Considerations

Build alternative 3 was selected from the Project Study Report (PSR). On Westbound (WB) SR-91 Auxiliary Lane from the Northbound (NB) SR-55/WB SR-91 Connector to the Tustin Avenue Interchange and requires additional right-of-way. City of Anaheim utilities are within proximity of the proposed widening section. Widening of the Santa Ana River Bridge is required. Coordination with the City of Anaheim occurred for widening of Tustin Avenue and the WB SR-91 Off-Ramp that was completed early 2011.

Benefits

The project would reduce or eliminate operational problems and deficiencies on this section of WB SR-91 including weaving and merging maneuvers. This project would also address choke-point conditions, which are caused primarily by extensive weaving between the NB SR-55 to WB SR-91 connector and the WB SR-91 off-ramp to Tustin Avenue.

Current Status

Preliminary engineering was completed and approved by Caltrans. The environmental phases was completed in November 2010, and design was completed mid-2013. Construction was initiated in February 2014. The project received \$14M from the proposition 1B State-Local Partnership Program (SLPP), \$14M from Measure M, with the balance from Regional Improvement Program (RIP) funds. Contract acceptance and open to traffic in May 2016.

Project Costs

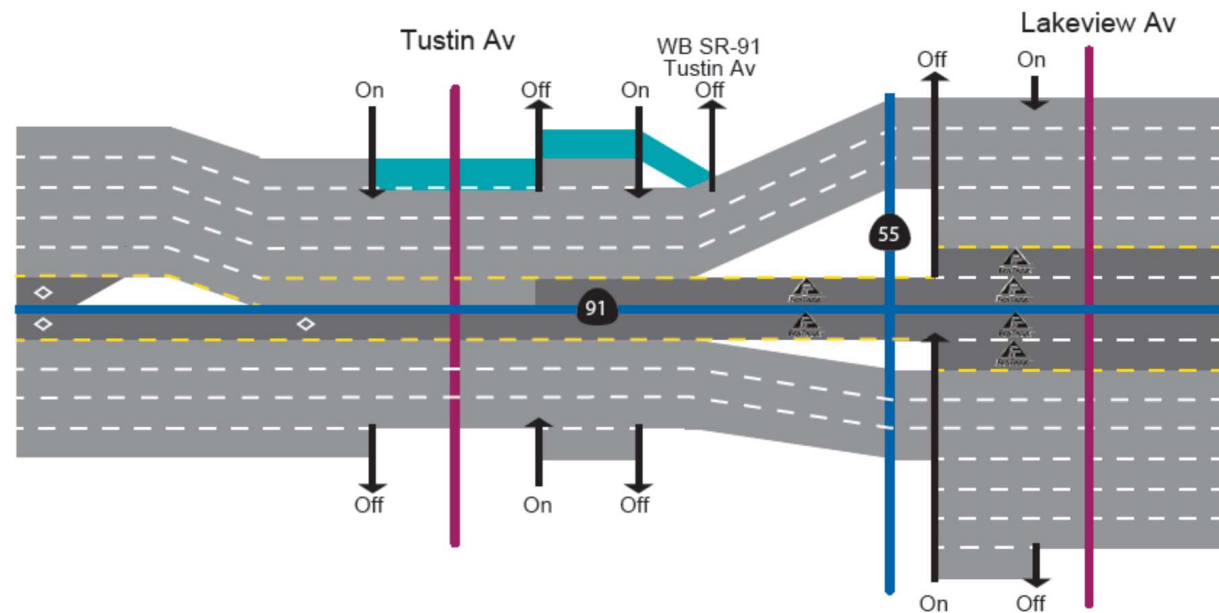
\$

Capital Cost	\$22,218,000
Support Cost	\$16,382,000
Right of Way Cost	\$4,682,000
Total Project Cost	\$43,282,000

Project Schedule

Status

Preliminary Engineering	Completed
Environmental	Completed
Design	Completed
Construction	Completed



Project Description

There are sixteen daily trains that run on the IEOC Line and nine trains running on the Los Angeles to Riverside portion of 91/Perris Valley (91/PV) Line for a total of 25 daily trains. The Long-term service improvements will include 24 IEOC trains by 2030.

The Perris Valley portion of the 91 Line extends Metrolink service southeast by 25 miles, from Riverside to Perris. The project is located within the right of way of the existing San Jacinto Branch Line through Riverside, Moreno Valley and Perris. Construction began in October 2013. Cost approximately \$248 million, and the extension opened to the public in June 2016. The inaugural schedule (December 2015) includes nine trains through to Los Angeles and 12 between Perris and Riverside.

Key Considerations

Construction of the new Placentia Metrolink station will improve passenger access to the 91/PV Line, by creating a station between Fullerton and Corona. Improvements at the Anaheim Canyon station are designed to account for the future expansion of the IEOC rail service.

Benefits

Enables development of expanded Metrolink service, improved efficiency, and fosters train ridership growth in the region, which will contribute to congestion relief on SR-91.

Current Status

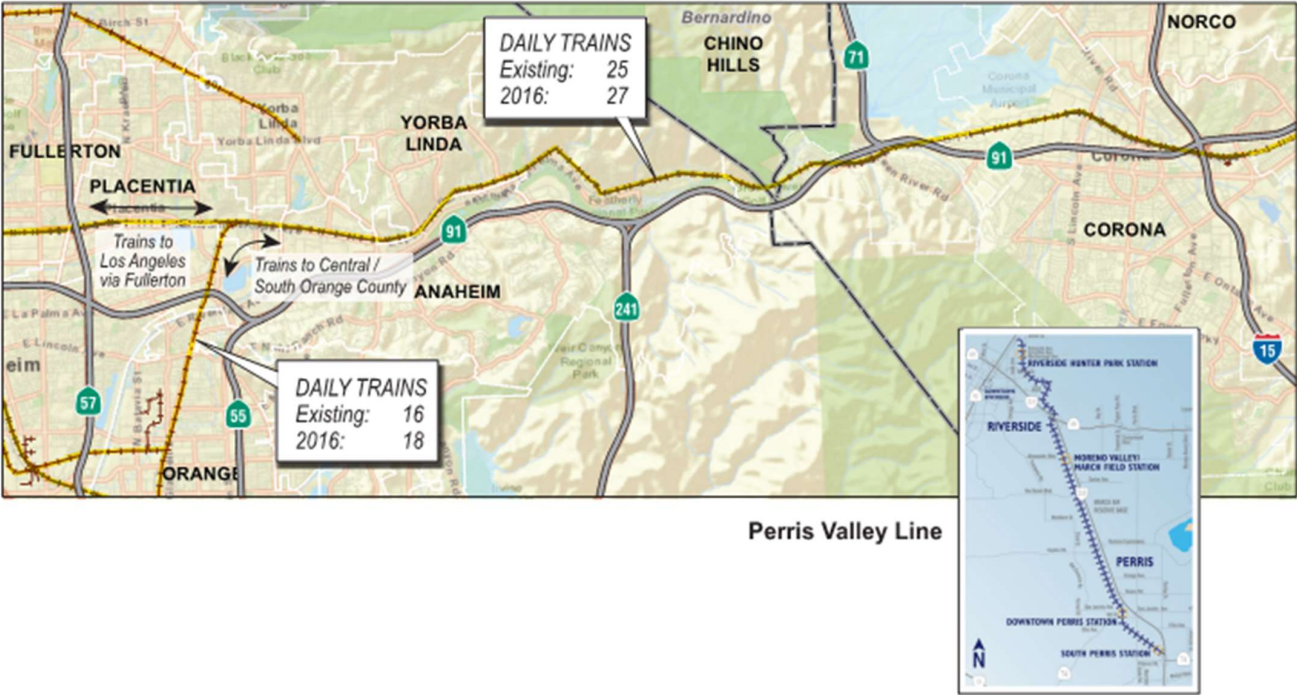
Two additional IEOC Line roundtrips were added in late 2015, and in Mid-2016, nine trains began service on the Perris Valley Extension to the 91/PV Line.

Project Costs Estimates	\$
IEOC Service Cost	\$1,160,000
Perris Valley Line Cost	\$248,000,000
Right of Way Cost	\$249,160,000

Costs from OCTA and RCTC (in 2015 dollars)

Project Schedule

Completed 2016

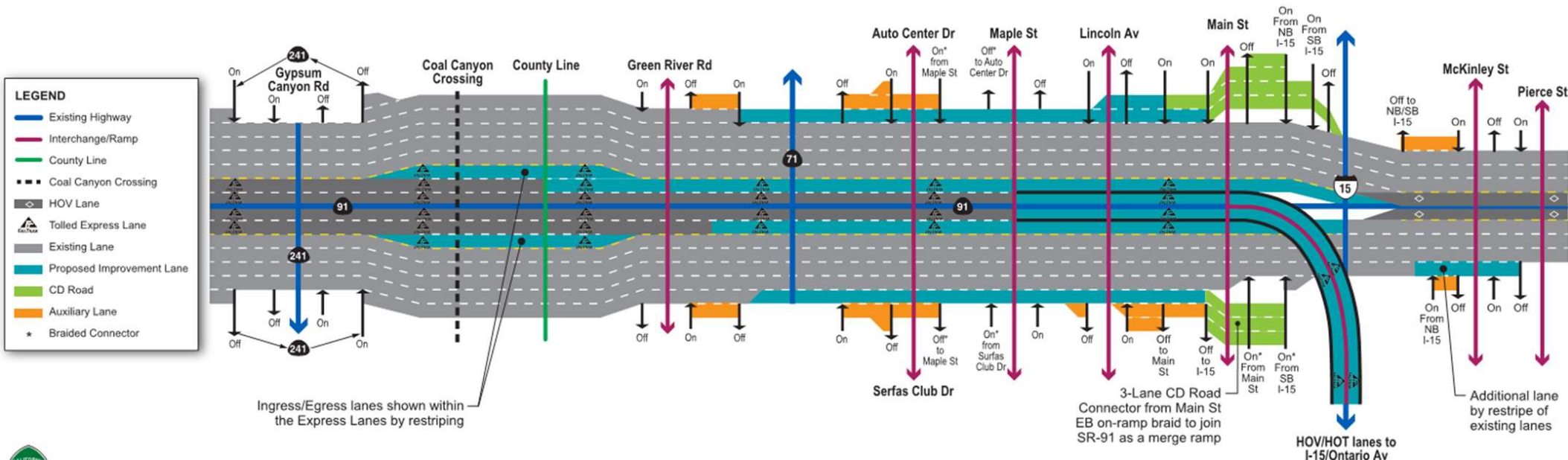


Project Description

The approved Project Study Report (PSR) for the SR-91 Corridor Improvements Project (CIP), from SR-241 to Pierce Street, includes the addition of a 5th general purpose lane in each direction, the addition of auxiliary lanes at various locations, additional lanes at the SR-71/SR-91 interchange (Project #5), and collector-distributor (CD) lanes at the I-15/SR-91 interchange. Subsequently, the Riverside County Transportation Commission's (RCTC) 10 year Delivery Plan recommended the following addition to the PSR recommended improvements: the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of SR-91 (EB/WB)/I-15 (SB/NB) Express Lanes median direct connectors, and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road, and northerly to I-15/ Hidden Valley Parkway. An Express Lane ingress/egress lane is also planned near the county Line. Due to economic conditions, a Project Phasing Plan was developed to allow an Initial Phase with reduced improvements to move forward as scheduled, with the remaining ultimate improvements to be completed later. The following is a summary of the deferred ultimate improvements: I-15/SR-91 median North Direct Connector, and I-15 Express Lanes to Hidden Valley Parkway (Project #9): general purpose lanes to Express Lanes from I-15 to Pierce Street; and general purpose lanes from SR-241 to SR-71. The I-15 Express Lanes to be extended from Ontario Avenue to Cajalco Road are included in RCTC's I-15 Express Lane Project with an anticipated completion in 2020.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with a differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 Interchange, the SR-241/91 Express Connector, and RCTC's I-15 Express Lane Project.



(Continued)

Current Status

The environmental phase was completed in Fall 2012. A Design-Build contractor was selected in May 2013 and construction activities began in early 2014 for the Initial Phase. The project is anticipated to open to traffic in Spring 2017 with final project acceptance anticipated at the end of 2017.

Benefits

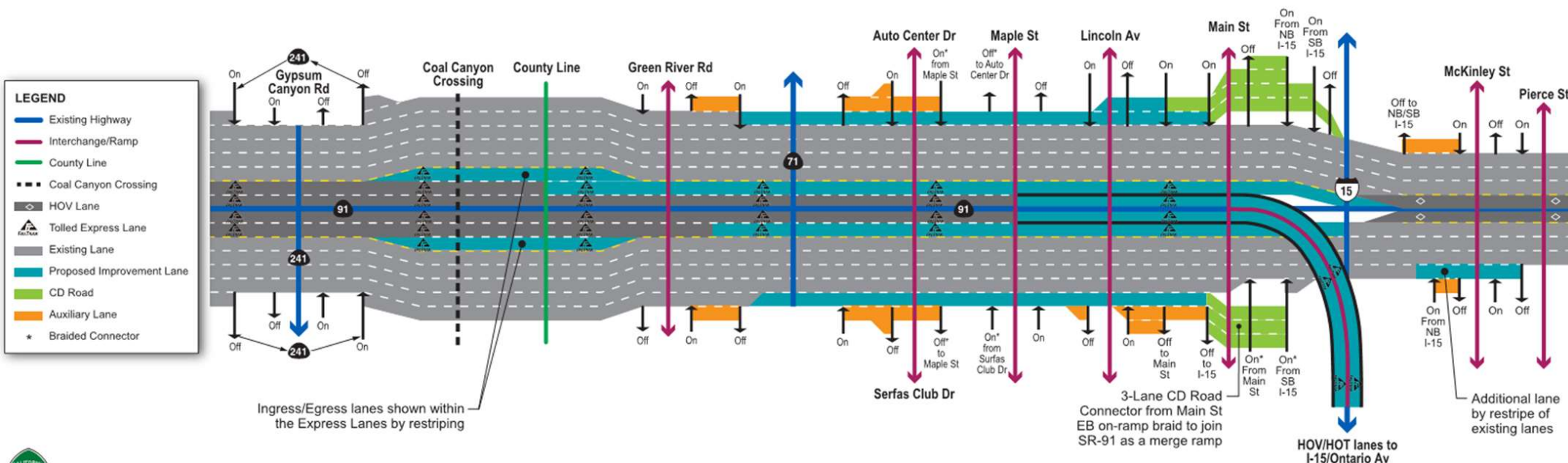
The Initial Phase and Ultimate CIP projects will reduce congestion and delays by providing additional SR-91 capacity from SR-241 to Pierce Street, along I-15 from SR-91 to Cajalco Road to the south, and to Hidden Valley Parkway to the North. Traffic operations will improve by eliminating or reducing weaving conflicts along SR-91 and I-15 by the use of CD roads and auxiliary lanes. The project will provide motorists a choice to use Express Lanes for a fee in exchange for time savings.

Project Costs*	\$
Capital Cost	\$1,161,000,000
Support Cost	\$246,000,000
Total Project Cost	\$1,407,000,000

Project Schedule**	Status
Preliminary Engineering	Completed
Environmental	Completed
Design/Construction	2013-2017

* Cost obtained for Initial Phase is from RCTC (2014 dollars)

** Schedule for Initial Phase; subsequent Phase for Ultimate Project anticipated in 2035



Project Description

Orange County Transportation Authority (OCTA), working with the Riverside County Transportation Commission (RCTC) and the Riverside Transit Agency (RTA), operate Express Bus service between Riverside and Orange counties. Commuters lack direct transit connections to some Orange County employment centers not served by Metrolink. The Express Bus service provides this connection.

Existing Service

OCTA has operated Route 794 since 2006 from Riverside County to Hutton Centre and South Coast Metro (shown in orange above). On Route 794, OCTA removed trips to Corona in February 2018 based on low ridership. OCTA currently operates six morning westbound trips and five afternoon eastbound trips to/from the La Sierra Metrolink Station. Two new Express Bus routes were implemented by RTA in January 2018 between Riverside County and Orange County including RTA Route 200 (shown in blue above) from San Bernardino/Riverside to the Anaheim Resort. The route provides hourly service on weekdays and 90 to 120 minute service on weekends with a fleet of six buses. RTA Route 205 (shown in green above) from Lake Elsinore/Temecula/ Corona to the Village at Orange includes three AM and three PM roundtrips with 3 buses.

New Service

The Express Bus Routes have been fully implemented as of FY19 and there are no planned service additions. Changes to routes may be made in the future based on available funding and ridership demand.

Key Considerations

Intercounty Express Bus service is effective between locations where transit travel times by Express Bus would be more competitive than Metrolink and connecting rail feeder buses.

Benefits

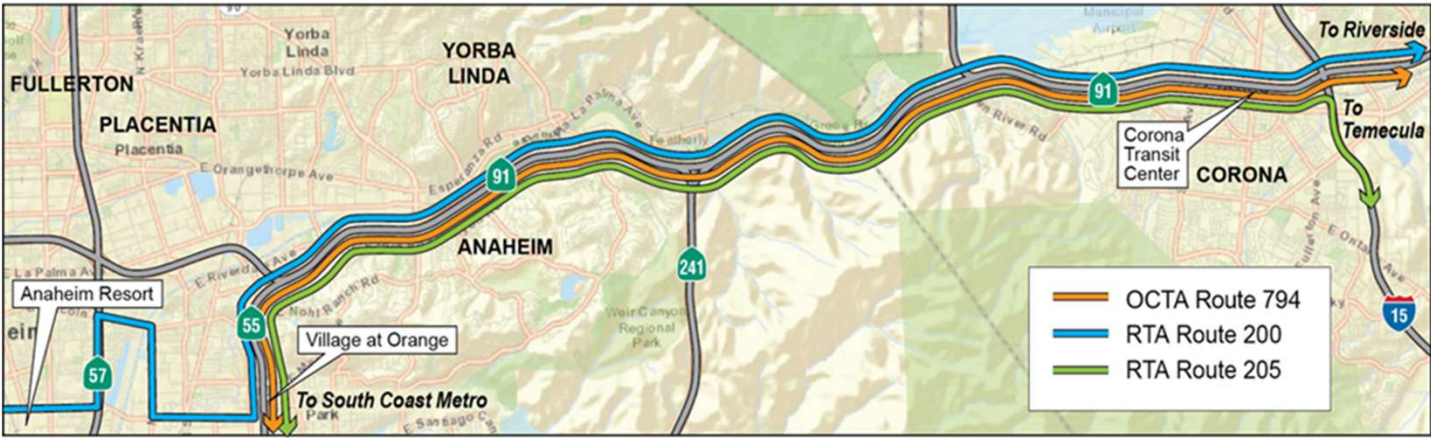
The Express Bus Routes have been fully implemented as of FY19 and there are no planned service additions. Changes to routes may be made in the future based on available funding and ridership demand.

Schedule and Cost

The Express Bus Routes have been fully implemented as of FY19. Ongoing operating costs average \$4,892,000 per year and capital costs average \$1,174,000 per year (2019 dollars). The annual capital cost was increased in 2019 to reflect the future cost of complying with the new Innovative Clean Transit regulation.

Current Status

Since completion of the 91 Express Lanes, RTA more than doubled its Express Bus service on SR-91. Currently, OCTA operates 11 bus trips per day on SR-91. RTA now operates 47 trips on weekdays (up from 18 trips that Route 216 provided weekdays) and 18 trips on weekends (up from 8 trips provided by Route 216) on SR-91 Express Lanes. Service hours for this expansion is an extra 21,445 hours per year and is being served by five new coaches added to the RTA fleet.



Project Description

There are currently 1,000 spaces available. RCTC is implementing a parking lot expansion to include an additional 496 spaces and six bus bays to accommodate RTA Express Lane Service 200 that originates at Metrolink San Bernardino Transit Center with stops along Riverside Downtown Metrolink Station, Metrolink La Sierra, the Village at Orange, ARTIC, Disneyland, and Anaheim Convention Center, as well as other potential bus routes for the future.

Schedule and Cost

Construction was completed in February 2019. The project cost is estimated to be \$6,260,000.

Current Status

Construction and project implementation has begun.

Benefits

The 496 parking spaces will provide for existing and future demand. The parking lot expansion will provide for ADA parking. RTA express service, commuter rail, and vanpool.



Project Description

The Riverside County portion of the 91 Express Lanes began operation in March 2017. Throughout the first year of operation, RCTC made minor operational improvements to improve the SR-91 corridor travel between State Route 241 (SR-241) and McKinley Street. In November 2018, RCTC implemented additional striping and signage improvements to westbound SR-91 at the McKinley entrance to the 91 Express Lanes as well as the County Line access location to further enhance efficiency along the westbound SR-91 corridor between McKinley Street and SR-241. In December 2018, the RCTC Commission authorized its staff to proceed with a project to construct an additional westbound lane along SR-91 between Green River Road and SR-241 (the subject of this project). This new project is now known as the SR-91 Corridor Operations Project (91 COP).

Key Considerations

The goal of this project is to implement a substantial operational improvement that is cost effective and timely to address the peak period bottleneck conditions along westbound SR-91 near the County Line. Key considerations include reducing impacts to adjacent land and local streets using retaining walls and minimizing throw-away costs with future projects. Specifically, the project improvements need to be coordinated with the SR-241/SR-91 Tolloed Express Connector and the SR-91 Sixth GP Lane Addition projects.

Benefits

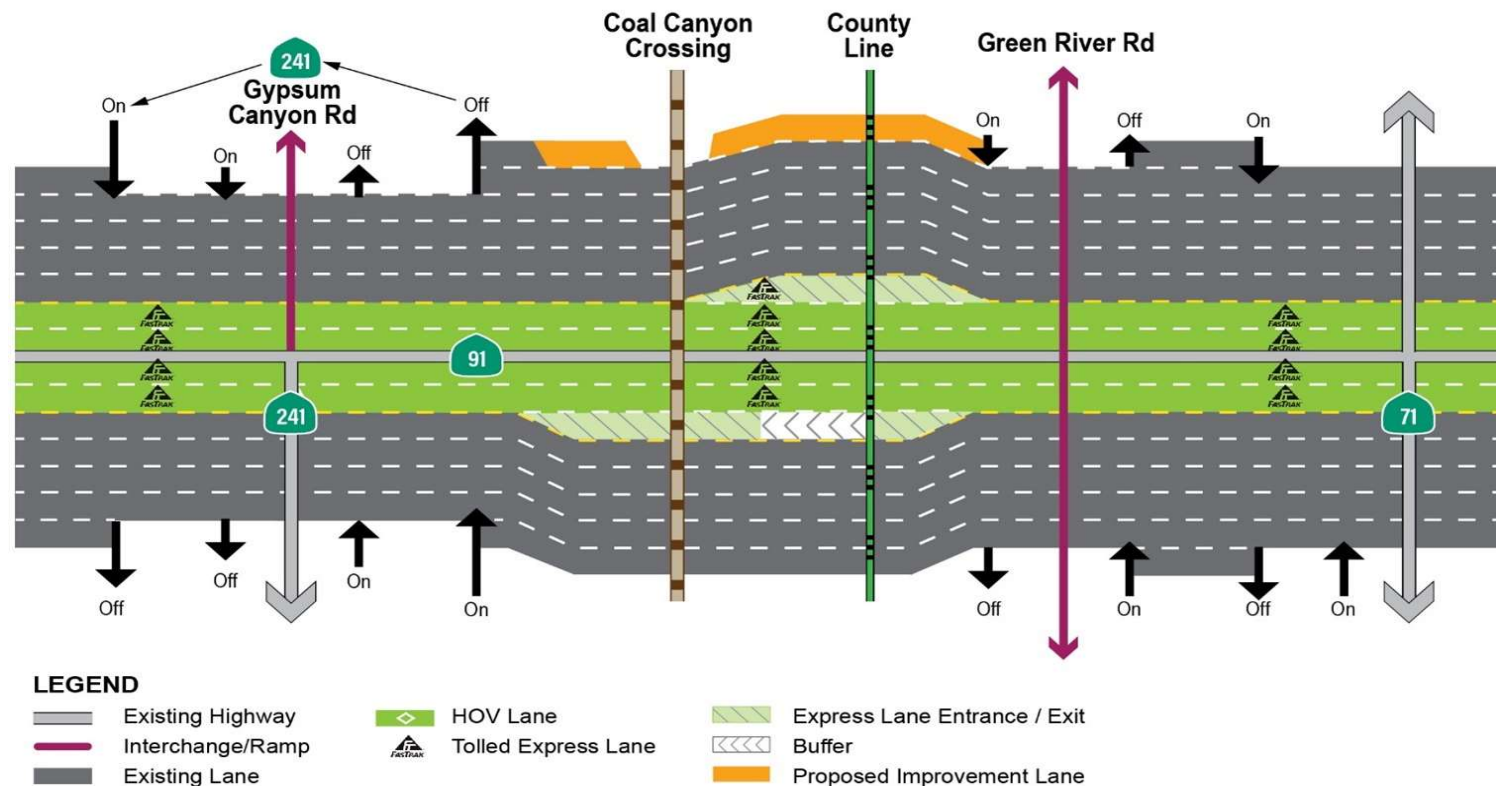
The 91 COP will reduce congestion and delays along westbound SR-91 between McKinley Street and SR-241.

Schedule and Cost

Construction is planned for completion in 2022. The total project cost is estimated to be \$38,000,000.

Current Status

This project is within the footprint of the SR-91 Sixth GP Lane Addition project that was an element of the SR-91 CIP environmental document approved in 2012. An environmental revalidation for the 91 COP was completed in Spring 2020. Construction began in November 2020.



Anaheim Canyon Metrolink Station Improvements

Project Description

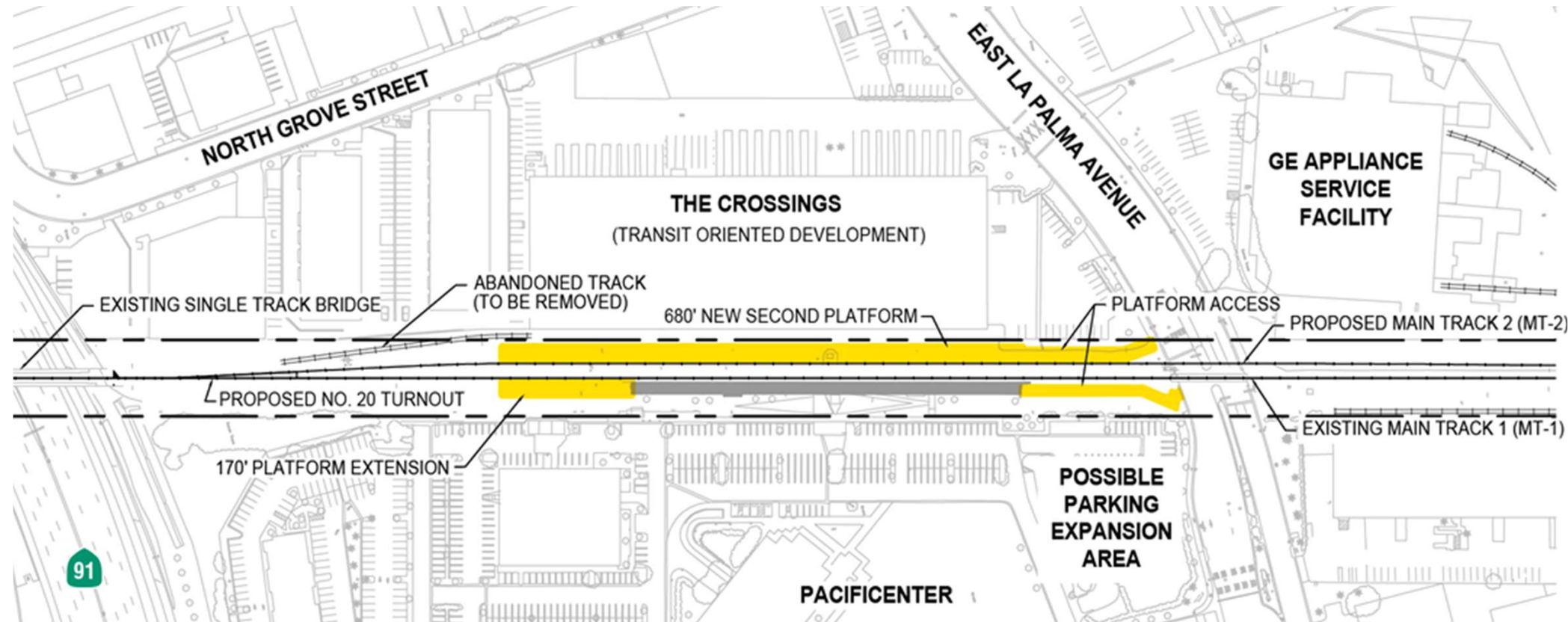
The Anaheim Canyon Metrolink Station Improvement Project will include the addition of approximately 3,400 linear feet of secondary track; a second platform; extending the existing platform; improvements at two at-grade railroad crossings located at Tustin and La Palma; as well as new shade structures, benches, and ticket vending machines. These project improvements will accommodate planned future train service and will enhance on time service and safety.

Schedule and Cost

The plans were completed, and the project was advertised for bid in October 2020. Construction began in May 2021 and is anticipated to be completed in November 2022. The total project cost is estimated to be \$34.2 million.

Benefits

The project will enable future Metrolink service expansion, improve train service efficiency, and foster train ridership growth in the region, which will contribute to congestion relief on SR-91.



Project Description

The Project Approval and Environmental Document (PA/ED) for the SR-91 Corridor Improvement Project (CIP), from SR-241 to Pierce Street, included the addition of a 5th lane in each direction, the addition of auxiliary lanes at various locations, the addition of collector-distributor lanes at the I-15/SR-91 interchange, the extension of the 91 Express Lanes from the Orange County line to I-15, the construction of a SR-91 Express Lanes median direct connector to and from I-15 South, a SR-91 Express Lanes median direct connector to and from I-15 North (15/91 Express Lanes Connector, the subject project), and the construction of one Express Lane in each direction from the I-15/SR-91 interchange southerly to I-15/Cajalco Road (completed as part of RCTC I-15 Express Lanes Project), and easterly to east of McKinley Street. Due to funding constraints, a Project Phasing Plan was developed to allow an Initial Phase, with reduced improvements, to move forward as scheduled, with the remaining ultimate improvements to be completed later. Subsequently, the proposed 15/91 Express Lanes Connector improvements (the subject of this project) have been pulled out from the CIP as a standalone project.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange, the SR-241/SR-91 Tolled Express Connector, and the Eastbound 91 Express Lane Extension.

Benefits

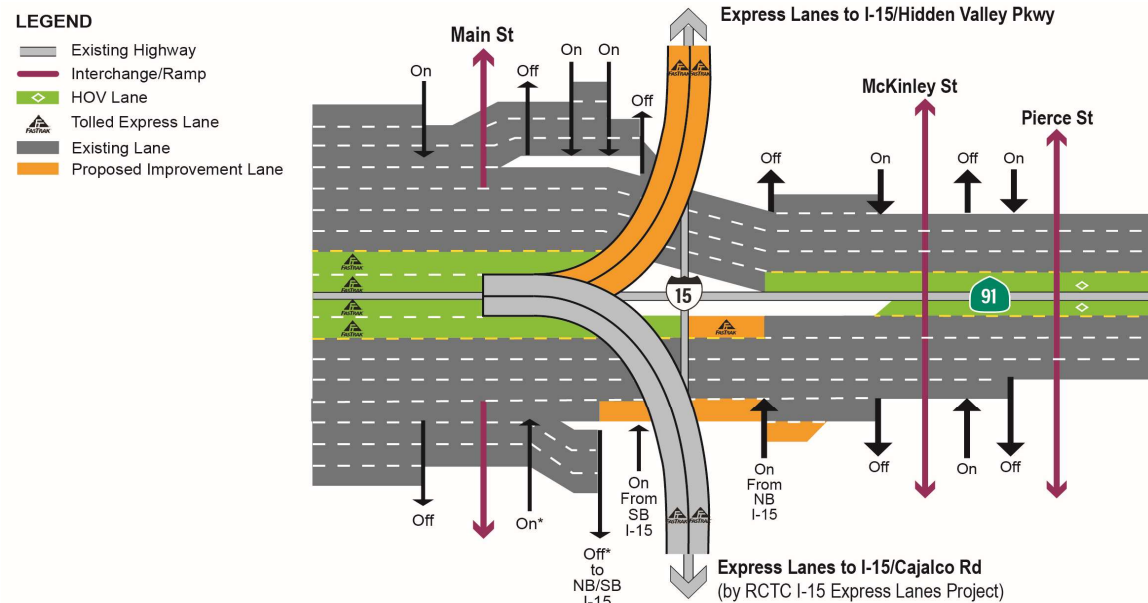
The 15/91 Express Lanes Connector project will reduce congestion and operational delays by providing direct median-to-median access between the SR-91 Express Lanes and I-15 Express Lanes. Traffic operations will improve by eliminating weaving conflicts and out-of-direction travel along SR-91 and I-15 by the use of the direct connectors. The project will provide motorists a choice to use the 15/91 Express Lanes Connector for a fee in exchange for time savings.

Schedule and Cost

Construction is planned to be completed in late 2023. The total project cost is estimated to be \$270,000,000.

Current Status

The 15/91 Express Lanes Connector is currently discussed in the environmental document for the SR-91 CIP that was completed in 2012. An environmental revalidation was completed in 2019. A Design-Build contract was awarded in Spring 2020 and the project is currently under construction.



Project Description

The Eastbound 91 Express Lane Extension is a new project that was initiated in 2022. The scope of the project is to extend a second eastbound toll express lane from the exit to the express lane connectors (just east of the Main Street Undercrossing) to the beginning of the SR-91 HOV lane just east of Promenade Avenue Overcrossing.

Key Considerations

Coordination among many of the SR-91 freeway projects that overlap the project limits is critical to successfully delivering these projects on schedule and within budget. Designing to accommodate future projects is a recurring theme for each of these projects. Minimizing conflicts in scope between projects requires direct coordination between each project team. Additionally, future projects frequently have multiple alternatives under study, each with differing scope and construction footprints. Specifically, the project improvements need to continue to be coordinated with the SR-71/SR-91 interchange, the SR-241/SR-91 Tolledd Express Connector, and the 15/91 Express Lanes Connector.

Benefits

The Eastbound 91 Express Lane Extension will reduce congestion and improve operations in the express lanes and general-purpose lanes by providing a gap closure lane between the existing express lanes and HOV lane reducing merging and weaving on eastbound 91 within the existing bottleneck of the I-15 interchange area.

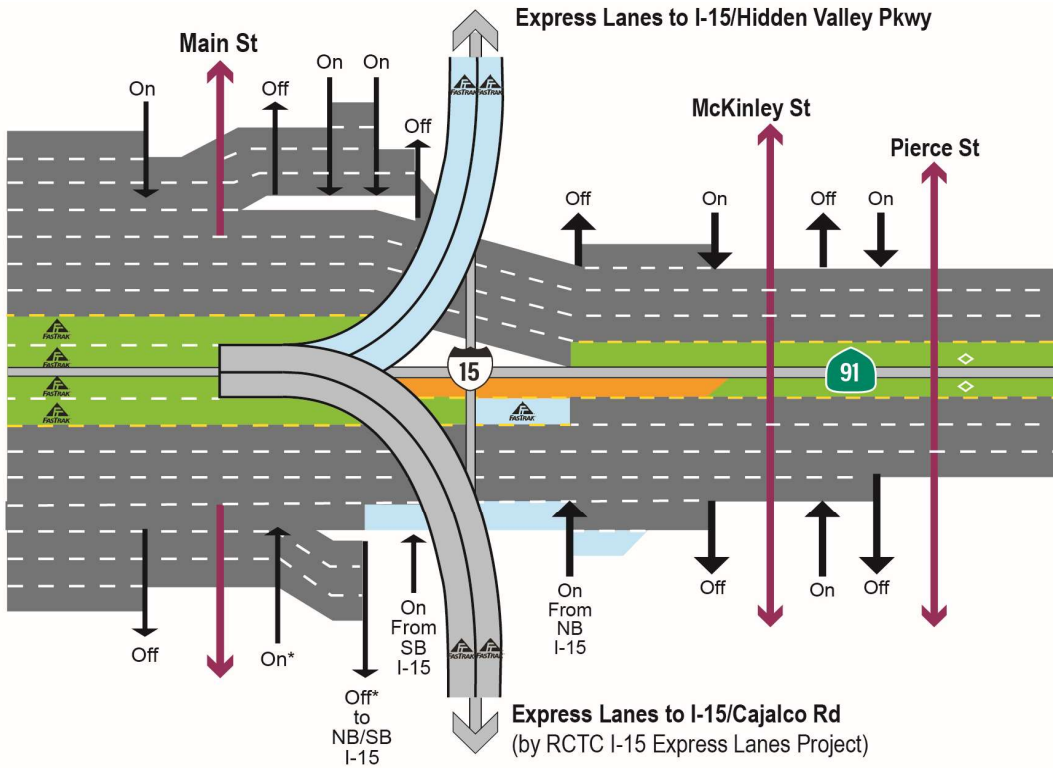
Schedule and Cost

Construction is planned to be completed in late 2023. The total project cost is estimated to be \$10,000,000.

Current Status

The Project Approval and Environmental Document (PA/ED) phase is currently underway.

- LEGEND**
- Existing Highway
 - Interchange/Ramp
 - HOV Lane
 - Tolled Express Lane
 - Existing Lane
 - Other Improvement Projects
 - Proposed Improvement Lane



The following documents and resources were used in the development of the Plan. Data was provided by OCTA, RCTC, Caltrans Districts 8 and 12, Transportation Corridor Agencies (TCA), other agencies, and online resources.

Measure M Next 10 Delivery Plan (Next 10 Plan), November 2024

Riverside Transit Agency, Ten-Year Transit Network Plan, January 22, 2015

PSR-PDS on Route 91 Between SR-57 and SR-55, October 2014

PS&E for “Westbound State Route 91 Auxiliary Lane from the NB SR-55/WB SR-91 Connector to the Tustin Avenue Interchange”, 2014

PS&E for Initial SR-91 CIP Project, 2014

California Transportation Commission, Corridor Mobility Improvement Account (CMIA), Amended December 2012

M2020 Plan (Measure M), September 2012

PSR-PDS for SR-241/SR-91 Tolloed Express Connector, January 2012

Project Report and Environmental Document (EIR/EIS) for SR-91 CIP from SR-241 to Pierce Street Project, October 2012

PS&E “On State Route 91 Between the SR-91/SR-55 Interchange and the SR-91/SR-241 Interchange in Orange County”, April 2011

Corridor System Management Plan (CSMP) Orange County SR-91 Corridor Final Report, August 2010

Project Study Report/Project Report “Right of Way Relinquishment on Westbound State Route 91 Between Weir Canyon Road and Coal Canyon”, May 2010

SR-91/Fairmont Boulevard Feasibility Study, December 2009

Feasibility Evaluation Report for Irvine-Corona Expressway Tunnels, December 2009

Plans, Specifications and Estimates (PS&E) for Eastbound SR-91 lane addition from SR-241 to SR-71, May 2009

PSR “On State Route 91 Between the SR-91/SR-55 Interchange and the SR-91/SR-241 Interchange in Orange County”, April 2009

91 Express Lanes Extension and State Route 241 Connector Feasibility Study, March 2009

PSR/PR “On Gypsum Canyon Road Between the Gypsum Canyon Road/SR-91 Westbound Off-Ramp (PM 16.4) and the Gypsum Canyon Road/SR-91 Eastbound Direct On-Ramp (PM 16.4)”, June 2008

Orange County Transportation Authority Renewed Measure M Transportation Investment Plan, November 2006

Riverside County-Orange County Major Investment Study (MIS) – Final Project Report: Locally Preferred Strategy Report, January 2006

Route Concept Reports for SR-91, Caltrans Districts 8 and 12

Various Preliminary Drawings and Cross Sections, Caltrans Districts 8 and 12

AGENDA ITEM 7H

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	John Tarascio, Senior Capital Project Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Quarterly Reporting of Contract Change Orders for Construction Contracts

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended March 31, 2025.

BACKGROUND INFORMATION:

During the past quarter, January through March 2025, the Commission has had the following projects under construction:

1. State Route 71 / SR-91 Interchange Project
2. Moreno Valley March Field (MVMF) Platform and Track Expansion
3. SR-60 Truck Lanes Project
4. Interstate 15 SMART Freeways Project
5. I-15/SR-91 Express Lane Connector Project

DISCUSSION:

At the direction of the Executive Committee at its March 2021 meeting, a report will be filed each quarter listing the construction contract change orders that were issued in the previous quarter. The following table summarizes the Contract Change Orders that occurred in the 1st quarter of 2025 (3rd quarter of Fiscal Year 2024/25).

Contractor Change Orders executed in the 1st Quarter of CY 2025			
Project	CCO No.	Description	Amount
SR-71 / SR-91 Interchange Project	CCO 1 S3	Maintain Traffic	\$100,000.00
	CCO 9	Pavement Section VECF (RFI #031)	(\$423,927.00)
I-15 SMART Freeways	CCO 3	Traffic Control Devices and Maintenance	\$50,000.00
	CCO 4	SWPPP Maintenance	\$35,000.00
	CCO 5	Electrical , Utilities and Irrigation	\$85,000.00
	CCO 6	Additional PCMs & Detour Signs	\$18,393.00
MVMF Platform and Track Expansion	CCO 10	Railroad Signal Repair	\$10,000.00
	CCO 28 S1	Additional Vault Adjustments	\$7,000.00
	CCO 30	Additional Metrolink Signage	\$83,150.00
	CCO 33 S1	Additional Retaining Wall Modifications	\$53,105.00
	CCO 37	Out of Scope Punch Item Repairs	\$50,000.00
	CCO 38	Media Card Modifications	\$3,350.00
SR-60 Truck Lanes Project	CCO 101 S1	Drainage Modification, Erosion Repairs and Crck Sealing	\$306,288.71
	CCO 102 S1	WLC 735+00 Polyurethane Soil Injection and Traffic Control	\$181,022.64
	CCO 103	Concrete Pavement Slabs Replacement	\$335,862.52
15/91 Express Lanes Connector	CCO 109 S1	Additional SCE charges incurred after August 2021 through July 31, 2023 Additional work for Installation and establishment of additional seeds, cuttings, and watering at the Santa Ana River Bridge (SARB)	\$204,214.62
	CCO 108 S1		\$6,033.33

FISCAL IMPACT:

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.

AGENDA ITEM 7I

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Hanan Sawalha, Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement for Freeway Service Patrol Tow Truck Service

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-45-088-00 to Royal Coaches Auto Body and Towing, LLC (Royal Coaches) for Freeway Service Patrol (FSP) tow truck services on Interstate 15, Beat Nos. 25 and 26, for a five-year term, in the amount of \$4,921,600, plus a contingency amount of \$246,200 for a total amount not to exceed \$5,167,800;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements 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.

BACKGROUND INFORMATION:

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE), following the 1985 passage of Senate Bill 1199. SAFEs were established statewide to provide roadside call box services and, when funds allow, other motorist assistance programs. RC SAFE is funded through a \$1 vehicle registration fee collected from all vehicles registered in Riverside County. Initially, these funds were used solely for the call box program. As needs evolved and subsequent legislation broadened the allowable uses of SAFE revenue, RC SAFE expanded its services to include FSP and traveler information systems, creating a comprehensive motorist aid network in the county.

In 1990, California voters passed Proposition C to support transportation improvements and reduce traffic congestion. This led to the creation of the FSP program by Caltrans, which developed a Local Funding Allocation Plan to distribute state funds. Participating agencies must contribute a 25 percent local funding match; the Commission uses RC SAFE revenues to meet this requirement.

As RC SAFE, the Commission partners with Caltrans and the California Highway Patrol (CHP) to manage the FSP program in Riverside County. The FSP provides roving tow truck services on

designated freeway segments, called "beats", to quickly clear disabled vehicles and minor accidents, reducing congestion.

Tow service contracts are awarded through competitive bidding for each beat. Currently, two tow operators service nine beats during weekday peak commute hours: 6:00 - 8:30 a.m. and 1:30 - 6:00 p.m. (11:30 a.m. - 6:00 p.m. on Fridays). Some beats also offer midday and weekend service. A separate contract covers Express Lane FSP services on State Route 91 and Interstate 15, operating seven days a week. In Fiscal Year 2024/25, FSP performed nearly 59,000 assists in general-purpose lanes and nearly 2,600 assists in Express Lanes.

DISCUSSION:

Staff sought a competitive solution to award tow contracts to qualified firms to cover FSP service areas comprised of two beats on I-15.

Contract FSP Service Area	Description of Service Area	Number of Tow Trucks
Beat 25	I-15 from Hidden Valley Parkway to Magnolia	2 primary (+1 backup truck)
Beat 26	I-15 from Magnolia to SR-74	2 primary (+1 backup truck)

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission's needs for Freeway Service Patrol (FSP) Services as set forth under the terms of the Request for Proposals (RFP) No. 25-45-088-00.

RFP No. 25-45-088-00 was released on April 3, 2025. The RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 52 firms, 20 of which are located in Riverside County. Through the PlanetBids site, 5 firms downloaded the RFP. A pre-proposal conference was held on April 8, 2025. Staff responded to all questions submitted by potential proposers prior to the April 17, 2025, clarification deadline. Four (4) firms submitted proposals for the Beat 25 contract service area prior to the 2:00 p.m. submittal deadline on April 30, 2025— Quality Roadside dba Liberty Towing (Riverside), Royal Coaches Auto Body and Towing (Baldwin Park), Pepe's Towing Service Inc. (Colton), and Pomona Valley Towing (Pomona). Of the four proposals submitted, three were deemed responsive and responsible. Staff determined that the proposal submitted by Quality Roadside was non-responsive due to several material defects. Three (3) firms submitted proposals for the Beat 26 contract service area prior to the 2:00 p.m. submittal deadline on

April 30, 2025— Quality Roadside dba Liberty Towing (Riverside), Royal Coaches (Baldwin Park) and Pepe’s Towing Service Inc. (Colton). Of the three proposals submitted, two were deemed responsive and responsible. Staff determined that the proposal submitted by Quality Roadside was non-responsive due to several material defects.

Utilizing the evaluation criteria set forth in the RFP, the proposals were evaluated and scored by an evaluation committee comprised of the CHP Inland Division, San Bernardino County Transportation Authority, and Commission staff.

The evaluation criteria included qualifications of the firm, staffing/project organization, work plan, and price. Non-price factors accounted for 70 percent of the total score and price (i.e. tow rates proposed) accounted for the remaining 30 percent of the score.

For the price component, a dynamic tow rate was used, which adjusts quarterly based on changes in diesel fuel prices. This structure helps alleviate risks on the operator when fuel rates increase and also adjusts downwards to more favorable rates for the Commission when fuel prices are lower. As such, the RFP included a price proposal template asking bidders to submit rates that correspond to ranges of average diesel fuel prices, as shown below:

Price Proposal Table:	
Rate Level #	Average Diesel Fuel Cost Per Gallon (per EIA)
1	\$0.01 - \$2.99
2	\$3.00 - \$3.99
3	\$4.00 - \$4.99
4	\$5.00 - \$5.99
5	\$6.00 - \$6.99
6	\$7.00 - \$7.99
7	\$8.00 - \$8.99
8	\$9.00 - \$9.99
9	\$10.00+

The average of the proposed hourly rates, across the nine rate levels, was used to determine the bidders’ cost score.

Bidders submitted separate cost proposals for Beat No. 25 and Beat No. 26 service areas. Proposals for each service area were evaluated independently by the evaluation committee. Based on the evaluation committee’s assessment of the written proposals, the evaluation committee recommends a contract award to Royal Coaches for both Beat 25 and 26 service areas, as this firm submitted responsive and responsible proposals and earned the highest total evaluation scores for the respective Beats. The recommended contract is for a five-year term, in

the amount of \$4,921,600, plus a contingency amount of \$246,200, for a total amount not to exceed \$5,167,800.

The proposed five-year contract rates and evaluation rankings for all firms are presented in the following tables:


Interstate 15 – Beat 25		
Firm	Average Tow Rates: Years 1-2 / Year 3-4 / Year 5	Evaluation Ranking
Royal Coaches	\$123.50 / \$129.50 / \$133.50	1
Pepe's Towing	\$136.62 / \$147.52 / \$159.33	2
Pomona Valley Towing	\$136.78 / \$143.44 / \$148.00	3

Interstate 15 – Beat 26		
Firm	Average Tow Rates: Years 1-2 / Year 3-4 / Year 5	Evaluation Ranking
Royal Coaches	\$123.50 / \$129.50 / \$133.50	1
Pepe's Towing	\$136.62 / \$147.52 / \$159.33	2

The rates above reflect the average rate across the nine-rate levels quoted. The actual hourly tow rate level applied (1 through 9) will be adjusted for each quarter based on the previous quarter's average cost of diesel fuel as reported by the United States Energy Information Administration (EIA), California No 2 Diesel Retail Prices (dollars per gallon).

FISCAL IMPACT:

Sufficient funding, consisting of Caltrans and SAFE funds, for towing services will be included in future fiscal years' budgets, beginning in proposed FY 2025/26 budget.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26	Amount:	\$5,167,800
Source of Funds:	State of California, SAFE funds, Toll Revenues			Budget Adjustment:	No
GL/Project Accounting No.:	002173 81014 00000 0000 201 45 81002				
Fiscal Procedures Approved:				Date:	05/27/2025

Attachments:

- 1) Draft FSP Agreement No. 25-45-088-00 with Royal Coaches Auto Body and Towing, LLC
- 2) Map of FSP Service Areas

Agreement No. 25-45-088-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION, ACTING AS THE RIVERSIDE
COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES,
FOR
FREEWAY SERVICE PATROL FOR BEAT # 25 and 26 WITHIN RIVERSIDE
COUNTY WITH ROYAL COACHES AUTO BODY & TOWING**

1. PARTIES AND DATE.

1.1 This Agreement is made and entered into as of _____ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("COMMISSION") acting as the RIVERSIDE COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES ("SAFE") and ROYAL COACHES AUTO BODY & TOWING, a CALIFORNIA CORPORATION (referred to herein as "CONTRACTOR"). SAFE and CONTRACTOR are sometimes individually referred to herein as "Party" and collectively as "Parties".

1.2 The California Highway Patrol herein referred to as "CHP" and California Department of Transportation, herein referred to as "Caltrans" are hereby expressly designated as third-party beneficiaries of CONTRACTOR's performance under this Agreement.

2. RECITALS.

- 2.1 **WHEREAS**, COMMISSION is a California County Transportation Commission existing under the authority of Section 130050 et seq. of the California Public Utilities Code;
- 2.2 **WHEREAS**, COMMISSION is authorized, pursuant to Section 2550 et seq. of the California Streets and Highways Code, to act as SAFE for purposes of providing a motorist aid system, including provision of freeway service patrols;
- 2.3 **WHEREAS**, SAFE requires the services of a CONTRACTOR to provide the freeway service patrol professional services as described in the Scope of Services;
- 2.4 **WHEREAS**, SAFE has determined that CONTRACTOR is best qualified to perform the required services;
- 2.5 **WHEREAS**, the CONTRACTOR is able and willing to perform the required services under the terms and conditions of this Contract;

- 2.6 **WHEREAS**, COMMISSION is the short range transportation planning agency for Riverside County, and programs federal, state, and local funds. COMMISSION has entered into a Memorandum of Understanding with Caltrans and CHP to fund peak period freeway service patrols on selected freeway segments in Riverside County; and
- 2.7 **WHEREAS**, Section 21718 (a) of the California Vehicle Code specifically authorized CHP to be responsible for freeway service patrols stopping on freeways for the purpose of rapid removal of impediments to traffic. Article 3, Section 91, of the Streets and Highways Code, states that Caltrans has responsibility to improve and maintain the state highways. Caltrans also has the responsibility for traffic management and removing impediments from the highways.

NOW, THEREFORE, for the consideration hereinafter stated, SAFE and CONTRACTOR agree as follows:

3. TERMS.

3.1 General Scope of Services. The purpose of the Freeway Service Patrol ("FSP") program is to provide for the rapid removal of disabled vehicles and vehicles involved in minor accidents from the freeway. Contractor promises and agrees to furnish to SAFE all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the FSP services ("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, and the SOP manual (as defined below).

3.1.1. Contract Oversight. Caltrans and CHP will jointly oversee the Services. Both agencies will have responsibility for overseeing Service performance and ensuring that the CONTRACTOR abides by the terms of this Contract. CHP is responsible for dispatch services to incident locations within the CONTRACTOR's patrol limits. The dispatching will be done in accordance with this Contract. A Standard Operating Procedures ("SOP") manual will be given to the CONTRACTOR explaining the types of incidents to which his/her operators may be dispatched.

3.1.2 Beat Descriptions. The FSP will operate on selected freeway segments referred to herein as "beats". Each beat has specific turnaround locations and designated drop locations identified by the CHP. Exhibit "A" shows the specific limits, number of tow trucks, number of back-up trucks and hours of operation, and holidays for the CONTRACTOR's specific beat. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

3.1.3 Change Orders. At any time during the term of this Contract, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding, at no cost to SAFE. Adjustments may include reduction in the hours of Services. SAFE may direct such adjustments during the course of this Contract through written change orders, signed by SAFE, setting forth any changes to Exhibit "A". Changes may include a change of the specified beat(s) to other beats that SAFE determines better serve the needs of SAFE, as well as changes to schedules and hours for the beats set forth in Exhibit "A". If warranted, as determined in SAFE's sole discretion, and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat. Such reassignments shall be at no cost to SAFE.

3.1.4. The SOP Manual. To promote a safe work environment and for the maintenance of professionalism, the most current version of the SOP manual shall, at all times, be followed by the CONTRACTOR and its vehicle operators. The SOP manual, as such manual may from time to time be amended, is incorporated into this Contract by reference. CONTRACTOR shall be notified and provided with a copy of any changes to the SOP manual. Drivers found not to be in compliance with FSP procedures, as set forth in the SOP manual or this Contract, may be suspended or terminated from the FSP program and the CONTRACTOR may be fined three (3) times the hourly Contract rate in one (1) minute increments until a replacement vehicle is provided (Driver and Truck must return to beat compliant with all FSP requirements), or fined for the entire shift at three (3) times the hourly rate at the discretion of the FSP Field Supervisors.

3.2 Equipment Requirements. CONTRACTOR shall comply with all equipment requirements outlined in the attached Exhibit "A".

3.3 Commencement of Services. The CONTRACTOR shall commence work upon receipt of a written Notice to Proceed from SAFE.

3.4 Term. The term of this Contract shall be for a period of **five (5) years**, from **November 1, 2025, to October 30, 2030**, unless earlier terminated as provided herein. SAFE shall also have the right to renew this Contract from one month up to a one (1) year term after the initial term by providing notice as provided below. SAFE must provide written notice to CONTRACTOR no less than ninety (90) days prior to the end of the applicable term, indicating its renewal of the Contract. CONTRACTOR shall complete the Services within the term of this Contract, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Contract shall remain in effect following the termination of this Contract. The rates shall be as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

3.5 SAFE's Representative. SAFE hereby designates the SAFE Executive Director or his or her designee, to act as its Representative for the performance of this Contract ("SAFE's Representative"). SAFE's Representative shall have the authority to act on behalf of SAFE for all purposes under this Contract. SAFE's Representative shall also review and give approval, as needed, to the details of CONTRACTOR's work as it progresses.

CONTRACTOR shall not accept direction or orders from any person other than the SAFE's Representative or his or her designee.

3.6 CONTRACTOR'S Representative. CONTRACTOR hereby designates **WILLIAM SALAZAR, CEO**, to act as its representative for the performance of this Contract ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to act on behalf of CONTRACTOR for all purposes under this Contract. The CONTRACTOR's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Contract. CONTRACTOR shall work closely and cooperate fully with SAFE's Representative and any other agencies which may have jurisdiction over or an interest in the Services. CONTRACTOR's Representative shall be available to the SAFE staff at all reasonable times. Any substitution in CONTRACTOR's Representative shall be approved in writing by SAFE's Representative.

3.7 Substitution of Key Personnel. CONTRACTOR has represented to SAFE that certain key personnel will perform and coordinate the Services under this Contract. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval by SAFE's Representative. In the event that SAFE's Representative and CONTRACTOR cannot agree as to the substitution of the key personnel, SAFE shall be entitled to terminate this Contract for cause, pursuant to the provisions of Section 3.15. The key personnel for performance of this Contract are: **WILLIAM SALAZAR, CEO**

3.7.1 Availability of FSP Manager. Except in the case of unpreventable circumstances, the FSP Manager must be available at the CONTRACTOR's office for at least 50% of each Work Day to address time sensitive issues related to this Contract or the Services, including, but not limited to, FSP administrative responsibilities; SAFE, CHP, and Caltrans requests; driver matters; and truck maintenance issues. CONTRACTOR shall, within 24 hours, notify SAFE of each circumstance causing the FSP Manager not to be available as required herein. As used in this section, the term "Work Day" shall mean and refer to any day that FSP service is provided, during those hours of operation for Construction FSP as identified on the attached Exhibit "A-1".

3.8 Review of Work and Deliverables. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Contract may be required to be submitted to SAFE's Representative in draft form, and SAFE's Representative may require revisions of such drafts prior to formal submission and approval. In the event that SAFE's Representative, in his or her sole discretion, determines the formally submitted work product to be inadequate, SAFE's Representative may require CONTRACTOR to revise and resubmit the work at no cost to SAFE. Upon determination by SAFE that CONTRACTOR has satisfactorily completed the Services required under this Contract and within the term set forth in Section 3.4, SAFE shall give CONTRACTOR a written Notice of Final Completion. Upon receipt of such notice, CONTRACTOR shall incur no further costs hereunder, unless otherwise specified in the Notice of Completion.

CONTRACTOR may request issuance of a Notice of Final Completion when, in its opinion, it has satisfactorily completed all Services required under the provisions of this Contract.

3.9 Appearance at Hearings. If and when required by SAFE, CONTRACTOR shall render assistance at public hearings or other meetings related to the performance of the Services.

3.10 Standard of Care: Licenses. CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Contract. CONTRACTOR 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. CONTRACTOR warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. CONTRACTOR further represents and warrants to SAFE that its employees and subcontractors have all licenses, permits, qualifications (including medical certification) 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 Contract. CONTRACTOR shall perform, at its own cost and expense and without reimbursement from SAFE, any services necessary to correct errors or omissions which are caused by the CONTRACTOR's failure to comply with the standard of care provided for herein, and shall be fully responsible to SAFE for all damages and other liabilities provided for in the indemnification provisions of this Contract arising from the CONTRACTOR's errors and omissions. Any employee of CONTRACTOR or its subcontractors who is determined by SAFE to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, 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 SAFE, shall be promptly removed from performing the Services by the CONTRACTOR and shall not be re-employed to perform any of the Services.

3.11 Opportunity to Cure. SAFE may provide CONTRACTOR an opportunity to cure, at CONTRACTOR's expense, all errors and omissions which may be disclosed during performance of the Services. Should CONTRACTOR fail to make such correction in a timely manner, such correction may be made by SAFE, and the cost thereof charged to CONTRACTOR.

3.12 Inspection of Work. CONTRACTOR shall allow SAFE's Representative to inspect or review CONTRACTOR's performance of Services in progress at any time. SAFE/Caltrans/CHP also reserves the right to audit all paperwork demonstrating that CONTRACTOR participates in an employee alcohol/drug-testing program and the DMV Pull Notice Program.

3.13 Laws and Regulations. CONTRACTOR 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 Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be solely liable for all violations of such laws and regulations in connection with Services. If the CONTRACTOR performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice

to SAFE, CONTRACTOR shall be solely responsible for all costs arising therefrom. CONTRACTOR shall defend, indemnify and hold SAFE, their officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.14 Damage Complaints. Upon receiving a damage complaint from a motorist assisted by the CONTRACTOR, that the CONTRACTOR damaged their vehicle while lending assistance, the CONTRACTOR shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The CONTRACTOR shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification. If necessary, the CONTRACTOR shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the CONTRACTOR, the CONTRACTOR shall negotiate in good faith to try and resolve the issue and shall report to the CHP the result of the negotiations. All complaints shall be resolved within a reasonable period of time after being received.

3.14.1 Complaint Review Committee. The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable time frame, it can recommend that payment to the CONTRACTOR in the amount of the damage claim may be deducted from the CONTRACTOR's monthly invoice.

3.15 Termination.

3.15.1 Notice; Reason. SAFE may, by written notice to CONTRACTOR, terminate this Contract, in whole or in part, including, without limitation, the geographical territory covered by this Contract, at any time by giving written notice to CONTRACTOR of such termination, and specifying the effective date thereof ("Notice of Termination"). Such termination may be for SAFE's convenience, due to lack of available funding for the Services, or because of CONTRACTOR's failure to perform its duties and obligations under this Contract, including, but not limited to, the failure of CONTRACTOR to timely perform Services pursuant to the Scope of Services described in Section 3, entitled "Terms," as well as Section 7 of the RFP. CONTRACTOR may not terminate this Contract except for cause.

3.15.2 Discontinuance of Services. Upon receipt of the written Notice of Termination, CONTRACTOR shall discontinue all affected Services as directed in the Notice of Termination, and deliver to SAFE all Documents and Data, as defined in this Contract, as may have been prepared or accumulated by CONTRACTOR in performance of the Services, whether completed or in progress.

3.15.3 Effect of Termination For Convenience. If the termination is to be for the convenience of SAFE, SAFE shall compensate CONTRACTOR for Services fully and adequately provided through the effective date of termination as provided in the Notice of Termination. Such payment shall include a pro-rated amount of profit, if applicable, up through such effective date, but no amount shall be paid for anticipated profit on unperformed Services past such effective date. CONTRACTOR shall provide documentation deemed adequate by SAFE's Representative to show the Services actually completed by CONTRACTOR prior to the effective date of termination. This Contract shall terminate on the effective date of the Notice of Termination.

3.15.4 Effect of Termination for Cause. If the termination is for cause, CONTRACTOR shall be compensated for those Services which have been fully and adequately completed and accepted by SAFE as of the effective date of termination as provided in the Notice of Termination. In such case, SAFE may take over the work and prosecute the same to completion by contract or otherwise. Further, CONTRACTOR shall be liable to SAFE for any reasonable additional costs or damages incurred to revise work for which SAFE has compensated CONTRACTOR under this Contract, but which SAFE has determined in its sole discretion needs to be revised, in part or whole. Termination of this Contract for cause may be considered by SAFE in determining whether to enter into future contracts with CONTRACTOR.

3.15.5 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 Contract.

3.15.6 Procurement of Similar Services. In the event this Contract is terminated, in whole or in part, as provided by this Section, SAFE may procure, upon such terms and in such manner as it deems appropriate, services similar to those terminated.

3.15.7 Waivers. CONTRACTOR, in executing this Contract, recognizes that the Services may be terminated, in whole or in part, as provided in this Section. CONTRACTOR shall not be entitled to any damages including, but not limited to, any compensation for costs incurred to procure vehicles, meet the terms for providing the Services, or for any other costs or expenses, and shall be deemed to have waived any and all claims for damages, costs or expenses which may otherwise arise from SAFE's termination of this Contract, for convenience or cause, as provided in this Section.

3.15.8 Authorization to Terminate. The Executive Director of SAFE shall have the full authority and discretion to exercise SAFE's rights under this Section 3.15, entitled "Termination".

3.16 Trend Meetings. CONTRACTOR shall attend, or send a designated management-level representative, to all trend meetings (i.e., required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. CONTRACTOR shall be responsible for having a representative attend all meetings (i.e., FSP TAC meetings) that has the ability to

make management-level decisions on the behalf of the CONTRACTOR. If the CONTRACTOR cannot have a management-level representative at a meeting, CONTRACTOR shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the CONTRACTOR's contractual responsibility. Meetings are scheduled, and CONTRACTOR will be notified of such schedule, no later than three (3) working days prior to the meeting.

3.17 Fees and Payment.

3.17.1 Amount to be Paid. Subject to the provisions set forth below for Services satisfactorily performed hereunder, SAFE shall pay the CONTRACTOR on a fixed unit rate basis, a ceiling price not to exceed **Four million, nine hundred twenty-one thousand, six hundred dollars (\$4,921,600).**

3.17.2 Maximum Payment is the Ceiling Price. SAFE shall not be obligated to pay costs which exceed the ceiling price set forth above, except as provided in Sections 3.15 and 3.17.10. CONTRACTOR agrees to use its best efforts to perform the services and all obligations under this Contract within such ceiling price.

3.17.3 Hourly Rate; Break and Meal Periods. For its performance of the Services, the CONTRACTOR shall be paid for labor expended directly in the performance of the Services at the rates specified below. Payments shall be made monthly in arrears based on Services provided and allowable incurred expenses. The CONTRACTOR shall not be entitled to reimbursements for any expenses unless approved in advance in writing.

SCHEDULE OF HOURLY RATES

Hourly rates are set forth in Exhibit "C" attached hereto and incorporated herein by reference.

Hourly rates may be adjusted as set forth in Chapter 9, Violations/Penalties, of the FSP Standard Operating Procedures (SOP).

A) CONTRACTOR is responsible for compliance with all California labor laws related to break periods and meal periods including, but not limited to, compliance with Labor Code section 512. CONTRACTOR shall be solely responsible for any additional pay to which its drivers may be entitled for CONTRACTOR's failure to comply with the California labor law requirements.

B) During shifts that require drivers to be provided a 30-minute meal period break pursuant to Labor Code section 512, CONTRACTOR shall either make arrangements for another certified driver to provide Services during those breaks or not be compensated for each 30-minute meal period break during which Services are not provided. In no case shall CONTRACTOR be entitled to bill RCTC for time during which a driver is taking a meal period break.

3.17.4 Payment Coverage. The compensation herein above specified will cover and include all applicable labor surcharges such as taxes, insurance and fringe benefits, as well as indirect costs, overhead, general and administrative expense, and profit.

3.17.5 Cost Principles.

A) CONTRACTOR agrees to comply with 2 CFR, Part 225, Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B) CONTRACTOR agrees that 1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual cost items, and 2) CONTRACTOR shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C) Any costs for which CONTRACTOR has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by CONTRACTOR to SAFE. Should CONTRACTOR fail to reimburse moneys due SAFE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, SAFE is authorized to intercept and withhold future payments due CONTRACTOR from SAFE or any third-party source, including, but not limited to, the State Treasurer, the State Controller, and the California Transportation Commission.

3.17.6 Fines. Fines for starting late; leaving early; taking more breaks than authorized; or being ordered out of service by a CHP, SAFE Representative or Caltrans supervisor for Contract infractions shall be deducted from the CONTRACTOR's monthly invoice at five (5) times the hourly rate, plus the loss of revenue for the down time. Fines may be further described in the attached Exhibit "A" or Exhibit "B".

3.17.7 Accounting System. CONTRACTOR and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of CONTRACTOR and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

3.17.8 Invoices. Invoices for CONTRACTOR's Services shall be submitted monthly on forms approved by SAFE. Invoices will be routinely verified by CHP. To ensure prompt payment, most billing disputes may be resolved within ten (10) working days of written notice of dispute. However, at SAFE's discretion, reconciliation of disputed fines that sum to less than 2% of the months' Invoice may be corrected on the next month's Invoice to ensure prompt payment of the major portion of the invoice. Each Invoice shall include a cover sheet bearing a certification as to the accuracy of the statement signed by the

CONTRACTOR's authorized officer. Invoices shall be mailed to SAFE's Contract Administrator at the following address:

Riverside County Service Authority for Freeway Emergencies
FSP Program
P.O. Box 12008
Riverside, CA
92502-2208
Attn: Brian Cunanan

3.17.8.1 Monthly Progress Reports. As part of its Invoice, CONTRACTOR shall submit a Monthly Progress Report, in a form determined by SAFE, which will cover the Invoice period and include spreadsheets showing hours expended for each day of the month per vehicle per beat, and the total for the term of the Contract to date. Submission of such Monthly Progress Report by CONTRACTOR shall be a condition precedent to receipt of payment from SAFE for each monthly Invoice submitted.

3.17.8.2 Payment Schedule. Invoice periods shall be based upon a calendar month, beginning with the first day of the month. SAFE shall reimburse CONTRACTOR for Services adequately provided under this Contract within thirty (30) days of receiving the current period invoice with no errors. If the Invoice is completed incorrectly by the CONTRACTOR it will delay payment. If SAFE fails to pay any amount owed to CONTRACTOR under this Contract within thirty (30) days after receipt of the invoice, CONTRACTOR may give SAFE a notice of failure to pay which shall set forth the invoice(s) and amount(s) which CONTRACTOR believes are thirty (30) days overdue. SAFE shall pay any undisputed invoice(s) and amount(s) within thirty (30) days of receipt of a notice of failure to pay.

3.17.9 Right to Audit. For the purpose of determining compliance with this Contract and other matters connected with the performance of CONTRACTOR's contracts with third parties, CONTRACTOR and its subcontractors shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to CONTRACTOR. SAFE, the State of California acting through the Department of Transportation or its duly authorized representative, the California State Auditor, or the United States Department of Transportation shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and CONTRACTOR shall furnish copies thereof if requested.

3.17.10 Taxes. CONTRACTOR shall pay any sales, use, or other taxes, if any, attributable to the provision of the Services.

3.17.11 Travel and Subsistence. Payments to CONTRACTOR for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under

current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then CONTRACTOR is responsible for the cost difference and any overpayments shall be reimbursed to SAFE on demand.

3.17.12 Employment Adverse to the SAFE. CONTRACTOR shall notify SAFE, and shall obtain SAFE's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against SAFE during the term of this Contract.

3.17.13 Extra Work. At any time during the term of this Contract, SAFE may request CONTRACTOR to perform Extra Work. "Extra Work" shall mean any work which is determined by SAFE to be necessary for proper completion of the Services, but which the Parties did not reasonably anticipate would be necessary at the time of the execution of this Contract and was not included in the Scope of Services. Extra Work, if any, shall be reimbursed at the same hourly rate as identified in Section 3.17.3. CONTRACTOR shall not perform, nor be compensated for Extra Work without obtaining authorization in the form of a written Extra Work Order issued by SAFE's Representative. For instance, Construction FSP services as it relates to construction activity can be considered Extra Work. In the event an Extra Work Order is not issued and signed by SAFE's Representative, CONTRACTOR shall not provide such Extra Work. However, no compensation or reimbursement for Extra Work shall be paid if it is not authorized by SAFE and if the cumulative total of such Extra Work under the Contract exceeds \$25,000. All Extra Work in a cumulative total in excess of \$25,000 must be approved in advance by amendment to this Contract.

3.17.13.1 Extra Work Cancellation Policy. If a tow operator is scheduled for Extra Work and they are notified of a cancellation with **LESS than a 24 hour notice** – then the tow operator will be reimbursed for **three (3) hours** of the agreed upon contract hourly rate. *Note: The minimum of the three (3) hours should cover eight hours of the drivers' hourly wage.* Starting with "Less than a 24 hour cancellation notice" up to the time the tow operator is on the assigned Extra Work Beat, the "three contract hour cancellation rate" remains the same. Once the tow operator is on the Extra Work Beat, the cancellation policy changes.

If a tow operator begins the Extra Work (the truck is on the Beat) and is then notified that Extra Work has been cancelled, the FSP operator will be paid for the entire shift period **up to a maximum of eight (8) hours**. A shift period for this policy is defined as: the time period of the actual Extra Work shift assigned or for a maximum of eight (8) contract hours, whichever is less.

The supervising FSP CHP Officer for the Extra Work shift will make the final determination as to whether or not the tow operator will continue to work the Extra Work shift. Regardless, the tow operator will be reimbursed for the original shift period or a maximum of eight (8) hours, whichever is less.

3.17.14 Most Favored Customer. CONTRACTOR agrees that, throughout the term of this Contract, it shall not enter into any FSP services agreement with any government agency with whom it has either existing contractual relationship or has no

contractual relationship that predates this Contract, pursuant to which CONTRACTOR agrees to charge FSP services fees less than those as indicated in this Contract for substantially the same level of FSP services contemplated by this Contract. Should SAFE establish that such lower fees have been agreed to by CONTRACTOR with another government agency, CONTRACTOR agrees to renegotiate the fees or to refund SAFE an amount equal to the difference between the fees indicated in this Contract and the fees charged to other government agency customer.

3.18 Delay in Performance.

3.18.1 Excusable Delays. Neither Party shall be considered in default in the performance of its obligations to the extent that the performance of any such obligation is prevented or delayed by an Excusable Delay. Should CONTRACTOR be delayed or prevented from the timely performance of any act or Services required by the terms of the Contract by an Excusable Delay, Contractor's schedule for completion of tasks affected by such delay may be extended as set forth in Section 3.18.2. But in every case, CONTRACTOR's failure to perform must be reasonably beyond the control, and without the fault or negligence of the CONTRACTOR. Excusable Delays are acts of God or of the public enemy, acts or omissions of SAFE or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather.

3.18.2 Written Notice. If CONTRACTOR believes it is entitled to an extension of time due to conditions set forth in subsection 3.18.1, CONTRACTOR shall provide written notice to the SAFE within seven (7) working days from the time CONTRACTOR knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of CONTRACTOR to provide such timely notice shall constitute a waiver by CONTRACTOR of any right to an excusable delay in time of performance.

3.18.3 Mutual Contract. Performance of any Services under this Contract may be delayed upon mutual agreement of the Parties. Upon such agreement, CONTRACTOR's Schedule of Services (as defined in their Proposal) shall be extended as necessary by SAFE. CONTRACTOR shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

3.19 Status of CONTRACTOR/Subcontractors.

3.19.1 Independent Contractor. The Services shall be performed by CONTRACTOR or under its supervision. CONTRACTOR will determine the means, methods and details of performing the Services subject to the requirements of this Contract. SAFE retains CONTRACTOR on an independent contractor basis and not as an employee, agent or representative of the SAFE. CONTRACTOR retains the right to perform similar or different services for others during the term of this Contract. Any additional personnel performing the Services under this Contract on behalf of CONTRACTOR shall at all times be under CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. CONTRACTOR 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.

3.19.2 Assignment or Transfer. CONTRACTOR shall not assign, hypothecate, or transfer, either directly or by operation of law, this Contract or any interest herein, without the prior written consent of SAFE. 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. Notwithstanding the foregoing, SAFE may transfer or assign any and all of its rights and obligations under this Contract, including, without limitation the rights to terminate this Contract, as assigned, pursuant to Section 3.15 hereof.

3.19.3 Subcontracting. CONTRACTOR shall not subcontract any portion of the work or Services required by this Contract, except as expressly stated herein, including the Scope of Services, without prior written approval of the SAFE. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Contract. SAFE shall have no liability to any subconsultant(s) for payment for services under this Contract or other work performed for CONTRACTOR, and any subcontract entered into by CONTRACTOR pursuant to the conduct of services under this Contract shall duly note that the responsibility for payment for the technical services or any other work performed shall be the sole responsibility of CONTRACTOR.

3.20 CONTRACTOR will maintain an inventory of all non-expendable equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with funds provided pursuant to this Contract.

3.21 Ownership of Materials and Confidentiality.

3.21.1 Documents & Data; Licensing of Intellectual Property. All 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, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"),

shall be made available to SAFE at all times during this Contract and shall become the property of SAFE upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of SAFE. This Contract creates a no-cost, nonexclusive, and perpetual license for SAFE to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in the Documents and Data which are prepared or caused to be prepared by CONTRACTOR under this Contract ("Intellectual Property"). CONTRACTOR shall require all subcontractors to agree in writing that SAFE is granted a no-cost, nonexclusive, and perpetual license for any Intellectual Property the subcontractor prepares under this Contract. CONTRACTOR represents and warrants that CONTRACTOR has the legal right to license any and all Intellectual Property prepared or caused to be prepared by CONTRACTOR under this Contract. SAFE shall not be limited in any way in its use of the Intellectual Property at any time, provided that any such use not within the purposes intended by this Contract shall be at SAFE's sole risk.

3.21.2 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 CONTRACTOR in connection with the performance of this Contract shall be held confidential by CONTRACTOR to the extent permitted by law, including, without limitation, the California Public Records Act, Government Code section 6250 et seq. Such materials shall not, without the prior written consent of SAFE, be used by CONTRACTOR for any purposes other than the performance of the Services as provided herein. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services, except as provided herein. Nothing furnished to CONTRACTOR which is otherwise known to CONTRACTOR or is generally known, or becomes known, to the related industry shall be deemed confidential. CONTRACTOR shall not use SAFE's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production, or other similar medium without the prior written consent of SAFE.

3.22 Indemnification. CONTRACTOR shall indemnify and hold SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, contractors, consultants, employees, and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of, or incident to, any acts, omissions, or willful misconduct of the CONTRACTOR, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services or this Contract, including without limitation, the payment of all consequential damages and other related costs and expenses. CONTRACTOR shall defend, at CONTRACTOR'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 SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, contractors, consultants, employees, and volunteers. CONTRACTOR shall pay and satisfy any judgment, award, or decree that may be rendered against SAFE, COMMISSION, CHP, Caltrans or their

directors, officials, officers, agents, consultants, employees, and volunteers, in any such suit, action, or other legal proceeding. CONTRACTOR shall reimburse SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, agents, consultants, employees, and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONTRACTOR's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the CONTRACTOR, SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, agents, consultants, employees, and volunteers.

3.23 Insurance.

3.23.1 Time for Compliance. CONTRACTOR shall not commence work under this Agreement until it has provided evidence satisfactory to SAFE that it has secured all insurance required under this section, in a form and with insurance companies acceptable to SAFE. In addition, CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

3.23.2 Minimum Requirements. CONTRACTOR 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 CONTRACTOR, its agents, representatives, employees or subcontractors. CONTRACTOR 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. CONTRACTOR shall maintain limits no less than:

(i) General Liability:

Per occurrence:	\$2,000,000
Project Specific Aggregate:	\$4,000,000
Products/Completed Operations:	\$1,000,000
Personal Injury Limit:	\$1,000,000

(ii) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage; and

(iii) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

3.23.3 On-Hook Insurance & Garage Keepers Liability Coverage.

(A) CONTRACTOR shall maintain a policy of On-Hook Towing Insurance to include the care, custody or control exposure present while vehicles are being serviced roadside, on-hook, or in a storage yard for not less than one hundred thousand dollars (\$100,000).

(B) CONTRACTOR shall maintain a policy of Garage Keepers Liability Insurance which shall include coverage for vehicles in the care, custody and control of the CONTRACTOR with limits of liability not less than \$500,000 per occurrence for property damage.

3.23.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or CONTRACTOR shall provide endorsements on forms approved by SAFE 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 SAFE, COMMISSION, CHP, Caltrans and their 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 SAFE, COMMISSION, CHP, or Caltrans insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the

ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the CONTRACTOR or for which the CONTRACTOR is responsible; and (2) the insurance coverage shall be primary insurance as respects SAFE, COMMISSION, CHP, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the CONTRACTOR's scheduled underlying coverage. Any insurance or self-insurance maintained by SAFE, COMMISSION, CHP, Caltrans or their directors, officials, officers, employees and agents shall be excess of the CONTRACTOR's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

(i) CONTRACTOR 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 SAFE, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the CONTRACTOR.

(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 SAFE, 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 SAFE, COMMISSION, CHP, and Caltrans (if agreed to in a written contract or agreement) before SAFE, COMMISSION, CHP or Caltrans 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) CONTRACTOR shall provide SAFE at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the CONTRACTOR 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 CONTRACTOR shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to SAFE 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. CONTRACTOR shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. CONTRACTOR 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 CONTRACTOR, and any approval of said insurance by SAFE, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the CONTRACTOR 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, SAFE has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SAFE will be promptly reimbursed by CONTRACTOR or SAFE will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, SAFE may cancel this Agreement. SAFE may require the CONTRACTOR to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither SAFE, COMMISSION, CHP, Caltrans nor any of their directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

3.23.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SAFE. If SAFE does not approve the deductibles or self-insured retentions as presented, CONTRACTOR shall guarantee that, at the option of SAFE, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SAFE, its directors, officials, officers, employees and agents; or, (2) the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense

expenses.

3.23.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A: VIII, licensed to do business in California, and satisfactory to SAFE.

3.23.7 Verification of Coverage. CONTRACTOR shall furnish SAFE with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SAFE. 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 SAFE before work commences. SAFE reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.23.8 Subcontractor Insurance Requirements. CONTRACTOR shall not allow any subcontractors to commence work on any subcontract until they have provided evidence satisfactory to SAFE that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subcontractors shall be endorsed to name SAFE, COMMISSION, CHP and Caltrans as additional insureds using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by CONTRACTOR, SAFE may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

3.23.9 Review of Coverage. SAFE retains the right at any time to review the coverage, form and amount of insurance required herein and may require CONTRACTOR to obtain additional insurance reasonably sufficient in coverage, form, amount to provide adequate protection against the kind and extent of risk which exists at the time of change in insurance required.

3.23.10 Safety. CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the CONTRACTOR shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment, and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.24 Prohibited Interests.

3.24.1 Solicitation. CONTRACTOR maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

solely for CONTRACTOR, to solicit or secure this Contract. Further, CONTRACTOR 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 CONTRACTOR, any fee, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SAFE shall have the right to rescind this Contract without liability.

3.24.2 Conflict of Interest. For the term of this Contract, no member, officer or employee of SAFE, during the term of his or her service with SAFE, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.24.3 Conflict of Employment. Employment by the CONTRACTOR of personnel currently on the payroll of SAFE shall not be permitted in the performance of this Contract, 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 CONTRACTOR of personnel who have been on SAFE payroll within one year prior to the date of execution of this Contract, where this employment is caused by, and or dependent upon, the CONTRACTOR securing this or related Contracts with SAFE, is prohibited.

3.25 Nondiscrimination; Equal Opportunity Employment. CONTRACTOR shall not deny any benefits of this Contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall CONTRACTOR unlawfully discriminate, harass, or allow harassment against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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. Employment and Housing Act (Gov. Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.): The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, Sec 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR shall include the provisions of this Section in all of CONTRACTOR's subcontracts with respect to work under this Agreement, unless exempted by the Regulations. CONTRACTOR shall also comply with all relevant provisions of SAFE's Minority Business Enterprise program, Affirmative Action Plan, or other related SAFE programs or guidelines currently in effect or hereinafter enacted.

3.26 Right to Employ Other CONTRACTORs. SAFE reserves the right to employ other CONTRACTORs in connection with the Services.

3.27 Governing Law. The validity of this Contract and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by and construed with the laws of the State of California.

3.28 Venue. The Parties acknowledge and agree that this Contract was entered into and intended to be performed in Riverside County, California. The Parties agree that the venue for any action or claim brought by any Party will be the Central District of Riverside County. Each Party hereby waives any law or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third party, the Parties agree to use their best efforts to obtain a change of venue to the Central District of Riverside County.

3.29 Time of Essence. Time is of the essence for each and every provision of this Contract.

3.30 Headings. Article and section headings, paragraph captions, or marginal headings contained in this Contract are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.31 Notices. All notices hereunder and communications regarding interpretation of the terms of this Contract or changes thereto shall be given to the respective Parties at the following addresses, or at such other addresses as the respective Parties may provide in writing for this purpose:

CONTRACTOR:
Royal Coaches Auto
Body & Towing
14827 Ramona Blvd.
Baldwin Park, CA 91706
Attn: William Salazar
bill@royalcoaches.com

SAFE:
Riverside County Service Authority for
Freeway Emergencies
FSP Program
P.O. Box 12008
Riverside, CA
92502-2208
Attn: Brian Cunanan

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.32 Electronic Delivery of Agreement. 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 the Agreement for all purposes.

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

3.34 Entire Contract. This Agreement contains the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, contracts or understandings.

3.35 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.36 No Waiver. Failure of CONTRACTOR to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.37 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 CONTRACTOR or the Services are not subject to the Eight-Hour Law. CONTRACTOR shall forfeit to SAFE 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 CONTRACTOR or the Services are not subject to the Eight-Hour Law.

3.38 Subpoenas or Court Orders. Should CONTRACTOR receive a subpoena or court order related to this Agreement, the Services or the Project, CONTRACTOR shall immediately provide written notice of the subpoena or court order to the SAFE. CONTRACTOR shall not respond to any such subpoena or court order until notice to the SAFE is provided as required herein and shall cooperate with the SAFE in responding to the subpoena or court order.

3.39 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

3.40 Counterparts. This Agreement may be signed in one or more counterparts, any one of which shall be effective as an original document.

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

3.42 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. In the event the standards set forth in this Agreement conflict with the standards set forth in any exhibit hereto, the higher standard shall govern.

3.43 Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, including the prevailing Party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a Party hereto and payable under Section 3.21, Indemnification.

3.44 Consent. Whenever consent or approval of any Party is required under this Contract, that Party shall not unreasonably withhold nor delay such consent or approval.

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

[Signatures on following page]

**SIGNATURE PAGE
TO AGREEMENT 25-45-088-00**

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

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION
ACTING AS THE
RIVERSIDE COUNTY SERVICE
AUTHORITY FOR FREEWAY
EMERGENCIES

ROYAL COACHES AUTO BODY & TOWING,
A CALIFORNIA CORPORATION

By: _____
Aaron Hake, Executive Director

By: _____

Name

Title

APPROVED AS TO FORM:

Attest:

By: _____
Best Best & Krieger LLP,
Counsel to the Riverside County
Service Authority for
Freeway Emergencies

By: _____

Its: Secretary

EXHIBIT "A"
SCOPE OF SERVICES

[attached behind this page]

Draft

SCOPE OF SERVICES

Freeway Service Patrol (FSP) on Beats 25 & 26

1.0 GENERAL INFORMATION

1.1 Background & Introduction

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) after the enactment of SB 1199 in 1985. The purpose of the formation of SAFEs in California was to provide call box services and, with excess funds, provide additional motorist aid services. Funding for RC SAFE is derived from a one dollar per vehicle registration fee on vehicles registered in Riverside County. Initially, these funds were used only for the call box program. As additional motorist aid services were developed, SAFE funds were also used to provide Freeway Service Patrol (FSP) and the Inland Empire 511 traveler information services as part of a comprehensive motorist aid system in Riverside County.

In 1990, Proposition C was passed to fund transportation improvements and to help reduce traffic congestion in California. From this, the FSP program was created by Caltrans, which developed the corresponding Local Funding Allocation Plan to distribute funds to participating jurisdictions. In addition to funding received from Caltrans, agencies are required to contribute a 25 percent local match. For the Commission, SAFE revenues are used to meet this match requirement.

The Commission, acting in its capacity as the SAFE, is the principal agency in Riverside County, in partnership with Caltrans and the California Highway Patrol (CHP), managing the FSP program. The purpose of the FSP program is to provide a continuously roving tow services patrol along designated freeway segments (referred to as beats) to relieve freeway congestion and facilitate the rapid removal of disabled vehicles and those involved in minor accidents on local freeways. Contracts to provide FSP tow service are competitively bid as needed for each beat.

1.2 Project Description

The purpose of the FSP program is to provide a continuous roving patrol for the rapid removal of disabled vehicles and those involved in minor accidents from the freeway. Where traffic conditions permit, safe removal of small debris will be required. Vehicle operators shall be responsible for clearing the freeway of automobiles, small trucks, and small debris. When and where conditions warrant, service may be executed on the freeway shoulders. Where conditions do not warrant, vehicle operators will remove the vehicles from the freeway to provide service. FSP vehicles shall continuously patrol their assigned beat, respond to CHP calls for Services, use the designated turnaround locations, and use the CHP identified designated drop locations.

FSP vehicle operators may be required to perform minor services such as change flat tires, provide "jump" starts, provide one gallon of gasoline or diesel fuel, temporarily tape cooling system hoses, and refill radiators in a safe and efficient manner. Vehicle operators may spend a maximum of ten (10) minutes per disablement in attempting to mobilize a vehicle.

If a disabled vehicle cannot be mobilized within the ten-minute (10) time limit, it shall be towed to a designated drop location identified by the CHP. The motorist can request the FSP vehicle operator to call the CHP Communications Center to request a CHP rotational tow or other services. FSP vehicle operators shall not be allowed to tow as an independent contractor from an incident that occurred during the FSP shift unless called as a rotation tow by CHP after the FSP shift has ended. If called as a rotation tow after a FSP shift, the vehicle operator must remove all FSP markings such as vests, uniforms, and magnetic vehicle signage.

There may be some instances where FSP operators may be requested to provide assistance to CHP officers. FSP operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

All FSP services shall be provided at no cost to the motorist. FSP vehicle operators shall not accept gratuities, perform secondary towing services, recommend secondary tows, or recommend repair/body shop businesses.

Freeway Service Patrol hours of operation are 6:00 a.m. to 8:30 a.m. and 1:30 p.m. to 6:00 p.m., Monday through Thursday; and 6:00 a.m. to 8:30 a.m. and 11:30 a.m. to 6:00 p.m. on Friday. Contractor vehicles shall be exclusively dedicated to the service during FSP service hours. All vehicle maintenance activities shall be conducted during non-service hours.

The FSP operates on selected freeway segments referred to as "Beats". Each Beat has specific turnaround locations and designated drop locations identified by the California Highway Patrol (CHP). The Scope of Services (Section 2.0) hereunder identifies the specific limits, number of tow trucks, number of back-up trucks, hours of operation, and tentative holidays on which the cost of each beat shall be based. RCTC reserves the right to add or delete holidays to the work schedule. Travel time to and from the Beat will be at the expense of the Contractor.

To be awarded a contract, a Contractor must have a tow facility within close proximity to the service area, have been in business as a tow service operator for a minimum of five (5) years, and have a minimum of one (1) full year experience working under contract/agreement and in good standing within the last three (3) years with any type of law enforcement agency.

A Contractor with no prior FSP experience shall be considered NEW and may only be awarded one FSP beat. A Contractor that has been terminated for cause from any FSP contract within the state shall not be eligible to participate in the Riverside County FSP program. A NEW Contractor, who remains in good standing, as determined by FSP management, may be considered for additional beat awards in future procurements. An existing Contractor that is not in good standing as determined by information received by the FSP management staff at the time of their proposal may, at the discretion of FSP management, be limited to the number of beats the Contractor is awarded, including not being awarded any beats.

FSP Management Staff reserves the right to limit the number of beats awarded to one Contractor.

At any time during the contract's term, RCTC reserves the right to adjust Beat specifications and Beat hours to better accommodate demand for the service, or the availability of funding. These changes can occur during the course of the contract through written change orders. If warranted during the service hours of operation, the Contractor may be requested to temporarily reassign his/her FSP operators/trucks to locations outside its assigned Beat. Tow Operators may be permitted to do this only upon CHP and/or RCTC approval. FSP vehicle operators shall follow the instructions of the CHP officer at the scene of any incident within the scope of the FSP program.

The contract start date for Beats 25 and 26 shall be November 1, 2025. The first day of FSP service is Monday, November 3, 2025. These are 5-year contracts that expire on October

31, 2030.

If awarded a contract, the Contractor shall have one hundred fifty-seven (157) calendar days for Beats 25 and 26, after the notice of award (notice of award tentatively expected on or around May 14, 2025), in which to acquire the required equipment and hire and train vehicle operators. The Contractor shall have the appropriate number of primary and back-up trucks ready for equipment installation and CHP inspection no later than October 17, 2025. Any company that cannot meet the above-mentioned requirements shall not be awarded the contract(s).

2.0 Beat Description/Summary

FSP operates on selected freeway segments referred to as “beats”. Each beat has specific turnaround locations and designated drop locations identified by the CHP. The specific limits, number of tow trucks, number of back-up trucks and hours of operation, including the holiday schedule, are detailed below. SAFE reserves the right to add or delete holidays to the work schedule, provided that SAFE provides CONTRACTOR seven (7) days advanced notice of such addition or deletion. Travel time to and from the beat will be at the expense of the CONTRACTOR.

At any time, SAFE reserves the right to adjust beat specifications to better accommodate demand for the Services, or availability of funding. These changes can occur during the course of this Contract through written change orders. If warranted and during the hours of operation of the Services, the CONTRACTOR may be requested to temporarily reassign his/her FSP operators/trucks to locations outside the assigned beat.

FSP Beat #	Beat Description	One-Way Length in Miles	# Primary FSP Trucks in both AM and PM	# Backup FSP Trucks
25	I-15 from Hidden Valley Parkway to Magnolia	10.4	2	1
26	I-15 from Magnolia to SR-74	18.2	2	1

2.1 Hours of Operation:

Monday through Thursday: 6:00 a.m. to 8:30 a.m., and from 1:30 p.m. to 6:00 p.m.
Friday: 6:00 a.m. to 8:30 a.m., and from 11:30 a.m. to 6:00 p.m.

Each Beat requires at least one backup truck available at all times. **RCTC reserves the right to change Beat hours and operational requirements during the course of the contract.**

- a. Total estimated service hours per vehicle/per year: 1,950
- b. In addition to the above service hours, at the discretion of RCTC and CHP, additional service may be requested on certain “high traffic days” on/or following certain holidays (e.g. July 4th, Labor Day, and Memorial Day). Contractor will be notified at least one week prior to when this service is to be provided.

During FSP shifts that require a 30-minute meal period break to be provided pursuant to Labor Code section 512, the Contractor shall either make arrangements for another certified FSP driver to provide the contracted FSP coverage during those breaks or not be compensated for each 30-minute meal period break during which FSP service is not provided. In no case shall the Contractor be entitled to compensation from RCTC for time during which its FSP driver is taking a 30-minute meal period break, unless the Contractor has provided another driver to cover this 30-minute meal period break.

2.2 Holiday Schedule

Proposer shall submit its cost proposal for provision of the required FSP tow services five days each week, Monday through Friday, of each year during the contract term, except for the following ten (10) holidays:

1. Martin Luther King, Jr. Day (Monday)
2. Presidents' Day (Monday)
3. Memorial Day (Monday)
4. Independence Day (July 4 - varies)
5. Labor Day (Monday)
6. Veterans Day (varies)
7. Thanksgiving Day (Thursday)
8. Day after Thanksgiving (Friday)
9. Christmas Day (December 25 - varies)
10. New Year's Day (January 1 – varies)

3.0 FSP Management and Representatives

RCTC has entered into a Memorandum of Understanding with the California Department of Transportation (Caltrans) and CHP, in order to provide peak hour freeway service patrols on selected freeway segments for traffic mitigation, as well as air quality improvement within Riverside County. RCTC, Caltrans, and CHP will jointly oversee the service. RCTC serves as the contract administrator and funding partner; Caltrans provides oversight; and CHP is responsible for the daily operations and field supervision of the program.

Authority for FSP derives from (a) Section 21718 (A) of the California Vehicle Code, which allows FSP trucks supervised by the CHP to stop on freeways for the purpose of rapid removal of impediments to traffic, and (b) Article 3, Section 91, of the Streets and Highways Code, which states that Caltrans is responsible for traffic management and removing impediments from the highways, as well as improving and maintaining the state highways.

3.1 Standard Operating Procedures

The guidelines and policies of the FSP program, which promote a safe work environment and maintain a level of professionalism, are contained in the Standard Operating Procedures (SOP) manual developed by the CHP. The SOP and any updates to it are incorporated into the contract with RCTC, therefore, the Contractor and their vehicle operators are responsible to operate and adhere to the most recent version of the SOP at all times.

Contractor shall be held responsible for maintaining an updated SOP (latest version issued with the RFP), which is incorporated herein by reference. SOP revisions and updates shall be

unilaterally issued by RCTC or CHP, as deemed necessary by CHP or the FSP Technical Advisory Committee, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package and additional hard or soft copies can be provided to all interested parties upon request.

Vehicle operators or trucks found not to be in compliance with FSP procedures defined in the SOP may be penalized, suspended, and/or terminated from the FSP program and the company may also be assessed liquidated damages amounts for said violations as described herein. Liquidated damages are inclusive of other remedies at law and/or those described under the terms of the contract.

Refer to Proposal Pricing Form for further details on violations and penalties.

4.0 Vehicles

4.1 Tow Truck Requirements

Primary and back-up FSP tow trucks shall be exclusively dedicated to the FSP program during FSP service hours of operation. They are not required to be exclusive during non-FSP hours. All vehicle maintenance activities shall be conducted during non-Service hours. When conducting the Services on a FSP shift, the CONTRACTOR's vehicle shall display all FSP markings and the vehicle operator shall wear a FSP uniform.

The FSP will utilize, at a minimum, Class A tow trucks with a minimum gross vehicle weight rating of 14,000 pounds, dual wheel chassis, and a four (4) ton recovery equipment rating. All trucks proposed for use in the FSP Program must be less than one (1) year old with a maximum of 50,000 miles on the chassis and working parts of the truck at the onset of the contract, free of any mechanical defects or physical damage and have a clear (non-salvage) title. Extenuating circumstances dictating departure from this specification should be at the consensus of the local FSP partners. The CHP, in conjunction with Caltrans or the regional transportation agency, should verify the original purchase dates to ensure compliance. Lastly the truck shall have seating capabilities for five (5) adults.

All FSP tow trucks must be Department of Transportation (DOT) compliant, as well as California Air Resources Board (CARB) compliant. This includes an engine that has been certified by CARB, as required by law in the State of California. Any tow truck that is utilized for the FSP Program must comply with emission standards set forth by DOT and CARB, as well as all local, state, and federal laws associated with that truck and as outlined in the RFP.

Each tow truck shall be equipped in accordance with the CHP's Freeway Service Patrol Manual and Standard Operating Procedures Manual and, at a minimum, shall include the following:

a. Equipment & Supplies (Required)

1. Wheel lift towing equipment, with a minimum lift rating of 4,000 pounds, with wheel lift extended. All tow equipment shall include proper safety straps.
2. Boom with a minimum static rating of 8,000 pounds.
3. Winch Cable - 8,000 pound rating on the first layer of cable.
4. Wire rope – 100ft., 3/8 inch diameter, 6 x19 or OEM specifications.
5. Two (2) Tow chains 3/8" alloy or OEM specs., J/T hook assembly.
6. Rubber faced push bumper.

7. Mounted spotlight capable of directing a beam both front and rear.
8. Amber warning lights with front and rear directional flashing capability, with on/off switch in cab.
9. Public address system.
10. Power outlets ("hot boxes"), front and rear mounted, with outlets compatible to 12-volt booster cables.
11. Heavy duty, 60+ amp battery.
12. Radios with the ability to communicate with the Contractor's base office (Verizon).
13. Programmable scanners capable of scanning between the 39 and 48 MHz used by the CHP. Scanners need to be capable of scanning CHP Police frequencies and must be mounted for safety concerns.
14. Suitable cab lighting.
15. Trailer hitch capable of handling a 1 7/8-inch ball and 2 inch ball.
16. One (1) 1 7/8-inch ball and one (1) 2 inch ball.
17. Rear work lights. (4)
18. Safety chain D-ring or eyelet mounted on rear of truck.
19. Motorcycle straps. (2)
20. Diesel fuel in plastic jerry cans. (5 gallons)
21. Unleaded gasoline in plastic jerry cans. (5 gallons)
22. Safety chains min. 5ft. min. 5/16" Alloy or OEM Spec. (2)
23. First aid kit (small 5" x 9"). (1)
24. Fire extinguisher aggregate rating of at least 4 B-C units. (1)
25. Pry bar - 36" or longer. (1)
26. Radiator water in plastic container. (5 gallons)
27. 4" x 4" x 48" wooden cross beam. (1)
28. 4" x 4" x 60" wooden cross beam. (1)
29. 24" wide street broom. (1)
30. Square point shovel. (1)
31. Highway flares 360 minutes min.
32. Cones 18" height, reflectorized with tape.
33. Hydraulic Floor Jack: 2-ton AND
34. 2-ton jack stand
35. Wheel chock
36. Four-way lug wrench (1 std.). (1)
37. Four-way lug wrench (1 metric). (1)
38. Rechargeable compressor or refillable air bottle, hoses and fittings to fit tire valve stems, 100 psi capacity. (1)
39. Flashlight and spare batteries. (1)
40. Flashlight and spare batteries or charger (1)
41. Tail lamps/stop lamps, portable remote with extension cord. (1 set)
42. Booster cables, 25 ft. long minimum, 3-gauge copper wire with heavy-duty clamps and one end adapted to truck's power outlets. (1 set)
43. Funnel, multi-purpose, flexible spout. (1)
44. Pop-Up dolly (with tow straps), minimum rating of 3,900 pounds portable for removing otherwise un-towable vehicles. (1)
45. Dolly steel pry bar (1)
46. 5-gallon can with lid filled with clean absorb-all. (1)
47. Empty trash can with lid (5 gallon). (1)
48. Lock out set. (1)

49. Safety glasses.

b. Equipment & Supplies (Recommended)

50. Towing slings rated at 3,000 pounds minimum. **RECOMMENDED**

51. Sling crossbar spacer blocks. **RECOMMENDED** (2)

c. Tools (Required)

Each FSP truck will be required to have a toolbox with the following minimum number of tools/supplies. A tool kit for small equipment items is required. The list may be supplemented at the Contractor's option and expense.

52. Screwdrivers--

i. Standard-1/8", 3/16", 1/4", 5/16" (1 each, min).

ii. Phillips head - #1 and #2 (1 each, min).

53. Needle nose pliers (1)

54. Adjustable rib joint pliers, 2" min. capacity (1)

55. Crescent wrench - 8" (1)

56. Crescent wrench - 12" (1)

57. 4 lb. hammer (1)

58. Rubber mallet (1)

59. Electrical tape, roll (1)

60. Duct tape, 20 yard roll (1)

61. Tire pressure gauge (1)

62. Mechanic's wire (roll) (1)

63. Bolt cutters (1)

4.2 Tow Truck Appearance

FSP vehicles bearing the FSP title, logo, and vehicle identification number shall be painted white (includes the hood, fenders, doors, boom, and bed area – the entire truck is to be painted white). No trim is allowed. Lettering shall be in a blocked bold style parallel to the ground and shall be no less than 2 inches by 2 inches and no greater than 4 inches in height. Lettering can only be black in color (no other colors will be permitted). Letters shall be placed on the lower body of the truck toward the cab. Contractor's name on the boom is prohibited. The overall look of the truck must be approved by CHP prior to service implementation; therefore, any questions regarding this policy may be discussed with CHP prior to implementing, as truck compliance with current state FSP standards is required. No other accessory equipment, signage, or advertisements (mud flaps, stickers, employment advertisement, and so forth) shall be mounted or installed without prior CHP approval. This includes, but is not limited to: bras or window tint.

It shall be the vehicle operator's responsibility to place detachable FSP markings on each vehicle during FSP service hours and to remove the detachable markings immediately upon completion of each shift. RCTC will supply each Contractor with the appropriate number of detachable markings for each Beat(s). If a marking is lost or damaged, the Contractor shall be responsible for the cost of the replacement markings. All FSP markings shall be returned at the termination of the contract. The cost of any RCTC and/or Caltrans/CHP supplied item and/or equipment not returned shall be deducted from the Contractor's final payment.

FSP markings, as well as vehicle numbers, shall be required on both sides of all trucks. The

detachable markings (magnetic FSP signage) provided by RCTC, must be placed on the center of the driver and passenger doors of the vehicle. The vehicle operator shall be required to keep the title and logos clean, straight, and in readable condition throughout the FSP shift. The operator is also required to keep the magnetic signage flat (do not bend in any way), clean, and out of direct sunlight while being stored during non-FSP operational hours.

4.3 Vehicle Inspections

Prior to commencement of service, the CHP will inspect each vehicle designated for the FSP to ensure that it meets the vehicle specifications and to ensure that it meets or exceeds safety requirements. These inspections will occur prior to the start of service. Succeeding inspections will occur periodically as determined by the CHP. Documentation of the vehicle identification number and successful completion of the inspection will be kept on file at the CHP office and Contractor's base office.

Any unsafe, poorly maintained, or improperly equipped vehicle(s) shall be removed from service, and if discovered to be in such a condition during the shift said vehicle(s) shall be removed from service or repaired as directed by the CHP, and **the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for the remainder of that shift, plus the loss of revenue for the down time.** Spare vehicles, also known as "back-ups", will be required to complete the shifts of vehicles removed from service. The Contractor will be required to have a spare FSP vehicle available for service for the duration of each and every FSP shift.

The vehicle operator shall be required to complete a pre-operation shift inspection log of the vehicle as well as inventory the required equipment prior to the start of each and every shift. The vehicle operator shall be required to complete a driver log, which is used to track the mileage. A shift inspection/inventory log shall be completed by the vehicle operator prior to the start of each shift and be available for inspection. Any item missing must be replaced prior to the start of the shift. All equipment stored on top of the truck shall be secured to the truck.

4.4 Spare/Back-Up Vehicles

The Contractor shall be required to have one FSP Certified Back-Up tow truck available per Beat during FSP service hours that is in full compliance with the agreement, unless otherwise authorized by RCTC and CHP in writing. During FSP service hours, the spare vehicle shall be kept at the Contractor's yard or staged adjacent to the assigned beat. The FSP Certified Back-Up tow truck should be used when a Certified Primary FSP tow truck is unavailable. The FSP Certified Back-Up tow truck shall meet the same requirements for equipment, set-up, and color as the Certified Primary FSP tow truck. It shall meet all the vehicle equipment specifications. Refer to Attachment H for further details on violations and penalties.

4.5 Vehicle Breakdown and Other Missed Service

The spare vehicle must be in service on the Beat within 45 minutes of the time a permanently dedicated vehicle is taken out of service for any reason. The Contractor shall not be paid for the time period that the contractually required trucks are not in service. **If a vehicle is not made available within the required 45-minute time period, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments for every minute that exceeds the 45 minute replacement period until a certified FSP compliant spare/back-up vehicle is provided. If a truck is not ready due to breakdown at the start of a shift, the fine time will be calculated from the start of the shift until a replacement is placed into service. If the**

entire shift is missed, Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.

Vehicle maintenance shall be performed during non-FSP service hours. In addition, not having a certified FSP "spare or back-up" vehicle operator available is not an allowable excuse for not having a spare (back-up) vehicle on the beat within the 45-minute time period. If the Contractor does not have a dedicated or spare truck on the Beat because a certified FSP vehicle operator is not available, the Contractor shall be fined three (3) times the hourly contract rate in one (1) minute increments until a certified FSP replacement vehicle operator is provided. If the entire shift is missed because a vehicle operator was not available, the Contractor shall be fined for the entire shift at three (3) times the hourly rate times the total minutes for the affected shift.

5.0 Communications Equipment and Computers

5.1 Communications Equipment

Each FSP vehicle shall be equipped with various communication devices that will enable the vehicle operator to communicate with the CHP Communications Center. All vehicles shall be equipped with an Automatic Vehicle Location (AVL) system, radios, and Data Collection Devices (DCD). The AVL system, radio, and DCD equipment shall be purchased, owned, and supplied by RCTC. RCTC shall select the equipment installation vendor.

The Contractor shall be responsible for maintaining the security of the vehicle communication equipment provided by RCTC. The Contractor shall be liable for any damage to the RCTC-owned communication equipment. The Contractor shall also be liable for the full replacement value of the communication equipment installed in the trucks while in the care, custody, and control of the equipment. RCTC will deduct repair fees as well as the full replacement cost of any RCTC equipment due to improper use or negligence by the Contractor, from any payment due to the Contractor. RCTC-supplied vehicle communications equipment shall be returned in full working condition upon contract termination. The cost of any equipment not returned within a reasonable time period shall be deducted from the Contractor's final payment.

Programmable scanners capable of scanning between the 39 and 48 MHz used by CHP shall be supplied by the Contractor and shall be installed (mounted) in all vehicles.

The Contractor is also required to use Verizon wireless cell phones with push-to-talk-plus capability, or equivalent, for communications with the CHP Communications Center and the CHP Field Supervisor. Wireless cell phones shall be purchased and maintained by the Contractor. The Contractor will also be responsible for all operating costs as well. In addition, tow operators are not permitted to take pictures, video, or capture any other images while performing FSP duties during FSP operational hours. These actions will not be tolerated and a vehicle operator may be terminated if it is discovered they are doing so.

In addition, any input of data into the DCD shall not be allowed while the vehicle is being operated/driven. Use of other devices while driving/operating a vehicle such as cell phones is prohibited by California State Law.

The FSP vehicles shall be equipped with a public address system. The public address system

shall have the capability for the driver of the disabled vehicle to hear instructions transmitted from the cab of the FSP vehicle when the FSP vehicle is directly to the rear of the disabled vehicle.

5.2 Computer Equipment

The Contractor must have and maintain a desktop computer workstation with high-speed internet access and email to communicate with RCTC staff.

The Contractor must ensure that the DCD equipment is inspected and cleaned on a quarterly basis, or more frequently if needed. All DCD equipment should have the exterior protective case cleaned (protective outside case) and screen protector shall be inspected for functionality and serviceability. Worn items shall be immediately reported to RCTC.

All DCD equipment must be kept in a secure location. **During non-FSP operational hours, DCD equipment shall not be left in a tow vehicle or go home with a vehicle operator or anyone else.** All DCD equipment must be in a designated charging area at the tow operator's facility during non-FSP operational hours. The DCD equipment shall always have enough charge to complete each shift. In order to reduce instances of technology glitches, the DCD equipment shall be turned off/turned on at least once per week. DCD equipment is to be with the vehicle operator in their FSP truck during FSP operational hours. Any other location shall not be permitted.

The Contractor shall immediately report any issues with the workstation or the DCD equipment to the RCTC FSP Program Manager or one of the FSP CHP Officers. Contractor is directly responsible to ensure their computer workstation is operating and **has internet access at all times** – this is a contract requirement.

The Contractor shall provide access to the DCD equipment for RCTC staff, or their designated designee, at **any time** during the course of the Contract. **In addition, the Contractor shall also make the workstation available to RCTC, or its designee, 30 calendar days prior to the start of the new service.**

The Contractor shall provide an annual inspection report to RCTC indicating the status of all equipment. RCTC will provide the submittal form. Tow operators should consider the accurate completion and timely return of this form as part of their contract requirements.

5.3 Equipment Tampering

Tampering with FSP communication/tracking equipment so that it does not function properly to RCTC's specifications, and/or is disconnected or moved (without FSP Management authorization) from its original installed location is strictly prohibited. This includes but is not limited to: breaking evidence tape/connection sealer on equipment connections, cutting wires or cables, moving mounted equipment (speakers, microphones, antennas, etc.), rerouting any wiring, disconnecting any connectors, Contractor/subcontractor unintentionally altering equipment or connections to equipment during vehicle maintenance or repair, or interfering with the operations of the equipment.

If tampering is suspected, FSP Management may conduct an inspection of the equipment on the Beat or the vehicle may be sent to a designated location determined by FSP Management.

1. If tampering is found while the vehicle is used during FSP operational hours, the vehicle

operator and vehicle will be immediately taken out of service and the Contractor shall be fined in one (1) minute increments at three (3) times their hourly rate, until such time that the back-up truck is deployed. Please note that if tampering is discovered, the penalties (three times the hourly rate in one minute increments) shall begin immediately upon the discovery of the tampering. The normal 45-minute back-up truck time allowance will not be considered "non-penalty" time under these circumstances. The penalties shall begin immediately upon the tampering being discovered.

2. If the vehicle is suspected to have equipment that has been tampered with, it may be sent to a designated location determined by FSP Management and CHP for an inspection. If tampering is found, the Contractor will be retroactively fined three (3) times the hourly rate in one (1) minute increments from the time the tampering was first suspected. The penalties will continue until a certified FSP back-up truck is deployed. The normal 45-minute back-up truck time allowance will not be considered "non-penalty" under these circumstances.

Tampering Repairs

If tampering is discovered during FSP operational hours, the vehicle will be taken out of service and will remain out of service until the repair and the documentation can be completed by the FSP Program designated technician. FSP Management determines the designated technician. The transportation, labor, and repair costs will be the responsibility of the Contractor. Costs incurred to repair and document the equipment will be deducted from the Contractor monthly invoice.

Tampering Penalties

The Contractor will also be assessed a \$250 fine (whether the tampering is discovered while on the Beat, or if it was suspected and later confirmed) per incidence on their monthly invoice. If it is determined that the vehicle operator tampered with the equipment, the vehicle operator will be suspended for a minimum of 30 days for the initial tampering offense and subject to termination from the FSP Program for any subsequent tampering violations.

6.0 Contractor Responsibilities

6.1 Appearance at Hearings

If and when required by SAFE, Contractor shall render assistance at public hearings or other meetings related to the performance of the Services.

6.2 Damage Complaints

Upon receiving a damage complaint from a motorist assisted by the Contractor, that the Contractor damaged their vehicle while lending assistance, the Contractor shall notify CHP immediately regarding the nature of the damage complaint and its disposition. The Contractor shall reply to the motorist by telephone within twenty-four (24) hours of receiving the damage complaint notification from CHP. If necessary, the Contractor shall send either his or her authorized representative or his or her insurance company representative to inspect the vehicle and complete an incident report within forty-eight (48) hours after receiving the damage complaint. If the investigation shows that damage to the vehicle could have been caused by the Contractor, the Contractor shall negotiate in good faith to try and resolve the issue and shall report to CHP the result of the negotiations. All complaints shall be resolved within a reasonable time-period after being received.

6.3 Complaint Review Committee

The FSP Technical Advisory Committee ("FSP TAC") is composed of voting members from CHP, SAFE, and Caltrans. Voting members of the FSP TAC are hereby designated as the members of the Damage Complaint Review Committee ("DCRC"). If the DCRC finds that justifiable complaints are not resolved within a reasonable timeframe, it can recommend that payment to the Contractor in the amount of the damage claim may be deducted from the Contractor monthly invoice.

6.4 Trend Meetings

Contractor shall attend, or send a designated management-level representative, to all trend meetings (i.e. required FSP TAC meeting which meets every other month). These trend meetings will encompass focused and informal discussions concerning, but not limited to: scope, Services, schedule, current progress of Services, relevant cost issues, and future objectives. Contractor shall be responsible for having a representative attend all meetings (i.e. FSP TAC meetings) that has the ability to make management-level decisions on the behalf of the Contractor. If the Contractor cannot have a management-level representative at a meeting, Contractor shall notify SAFE and CHP prior to the meeting. Management-level attendance at these meetings shall be considered part of the Contractor's contractual responsibility. Meetings are scheduled, and Contractor will be notified of such schedule, no later than three (3) working days prior to the meeting.

7.0 Vehicle Operators

7.1 Operator Qualifications and Performance

All potential vehicle operators shall be required to have a safe driving record and, at a minimum, a valid Class C driver's license. All vehicle operators shall be 18 years of age or older at the time of background check. Potential vehicle operators shall be subject to driving record and criminal background checks through the California Highway Patrol. Potential vehicle operators shall be sufficiently experienced in the tasks of tow truck operations and proficient with all required Freeway Service Patrol equipment to provide safe and proper service. Any certified vehicle operator from other FSP areas will be evaluated on a case-by-case basis. All potential vehicle operators must be capable of demonstrating their tow operating abilities prior to formal CHP training, also known as proficiency testing.

Additionally, the vehicle operators will be required to exercise good, sound judgment in carrying out their duties. Vehicle operators shall be required to inform the CHP Communications Center any time they leave the assigned Beat. This includes breaks and replenishing expendable items, such as: gasoline, fire extinguisher, etc. The vehicle operator shall be required to immediately notify the CHP Communications Center upon a tow truck breakdown.

FSP vehicle operators will be responsible for accurately entering the required data into DCD equipment every shift. Each FSP vehicle operator shall complete an inspection worksheet prior to the commencement of driving the tow truck and a mileage log prior to beginning service on the Beat. The FSP vehicle operator shall be required to complete an assist record for each incident. Each assist record should be accurate. Contractors or Operators providing false or misleading information to FSP Management shall be subject to disciplinary action and will be handled on a case-by-case basis.

FSP vehicle operators shall always complete the required procedures per the SOP when handling required forms. No duplicate survey numbers should be entered into the DCD equipment at any time. Vehicle operators are required to complete in their entirety the Release of Liability form and Damage Release form when applicable. These completed forms should be handed in to RCTC at a minimum every 60 days. If it is discovered that a vehicle operator has entered duplicate survey numbers, not properly completed the release forms, or not turned the release forms in timely, the Contractor may be subject to penalties as outlined in Proposal Pricing Form.

CHP, Caltrans, and RCTC maintain strict drug and alcohol policies. Contractors shall have an alcohol and drug program that includes at a minimum, a drug and alcohol free workplace policy and an employee alcohol/drug-testing program. Any FSP vehicle operator found working under the influence of drugs or alcohol shall be immediately removed from the FSP program by the Contractor. The Contractor shall be responsible for providing a certified replacement vehicle operator for that vehicle.

The Contractor shall be an active participant in the **DMV Pull Notice Program**.

If a vehicle operator is convicted of a crime involving a stolen vehicle, stolen property, violence, drugs, or moral turpitude, fraud related to the towing business, or misdemeanor or felony driving while under the influence of alcohol or a drug, the Contractor shall permanently remove that vehicle operator from duties under the FSP program. If a vehicle operator is charged with any of the above crimes, the Contractor shall immediately suspend that vehicle operator from duties under this program pending the outcome of the criminal case. If the vehicle operator is not convicted, or is ultimately convicted of a lesser crime not described above, RCTC retains the right to have the Contractor remove that vehicle operator from the duties under the FSP program.

7.2 Operator Training

At the Contractor's expense, all company owners, FSP vehicle operators, and back-up vehicle operators shall be required to present a certificate of completion of a SHRP 2/TIMS training course and to complete the CHP two-day training program which costs approximately \$50.00 per vehicle operator (fee is for the DL64 Tow Truck Driver Certificate and fingerprinting). Contractors shall pay all FSP operators and back-up vehicle operators for attending the training. No vehicle operator will be allowed to begin patrolling without meeting the requirements set forth in the SOP. Any vehicle operator who is found on patrol not meeting the requirements may be prohibited from further FSP service and the Contractor's contract may be terminated immediately.

Mandatory CHP refresher training classes shall be attended. A minimum of four (4) hours refresher training per year shall be required (at Contractor's expense). **Contractors shall pay all FSP vehicle operators and back-up vehicle operators for attending the required training.**

Vehicle operators will be required to utilize DCD equipment to input information about mileage, inspection, and each assist, which will include: location, vehicle make, model, license number, type of assistance provided, etc. Vehicle operators will be trained on using DCD equipment to enter data.

7.3 Operator Driving Record and Criminal History Check

As required by California Vehicle Code Section 2340, all applicants and owners are required to have a driver's license and criminal history check. Only after a completed CHP 234F is received

and accepted by CHP, a driver's license and preliminary criminal history check will be performed. The driver's license check will consist of confirming that the applicant has a valid driver's license and the applicant's point count is within standards set forth in this SOP (refer to Chapter 11, Annex A).

The preliminary criminal history check will consist of a preliminary background check to determine if the applicant meets the criteria for a California Tow Truck Driver Certificate as outlined in California Public Resources Code Section 5164, California Vehicle Code Section 13377 and the FSP Contract. In addition, RCTC or the CHP may, in its sole discretion, require an Employer to replace any vehicle operator or reject a potential vehicle operator who it determines is not suitable to represent the FSP Program with the public. If the applicant passes the preliminary criminal history check, the applicant shall submit to fingerprinting.

Driver's license and preliminary criminal history checks will be completed by CHP within ten (10) working days of the acceptance of a CHP 234F.

7.4 Vehicle Operator Uniform

It shall be the responsibility of the Contractor to provide the vehicle operator with specified uniforms, black protective toe boots, nameplate, gloves and other equipment. The equipment includes navy blue coveralls or navy blue shirts and pants. If coveralls are worn, they shall have a collar with a zip front. Optionally, drivers may wear a standard navy blue (long-sleeve only) uniform shirt, with a fluorescent orange (must be only 2.5" wide) trim, with a ½" silver reflective tape down the middle. This allowed reflective tape must be on both sleeves. All uniforms shall be clean, properly maintained, and replaced whenever excessively worn.

Sleeves and pant legs shall be moderately tapered to avoid excessive fullness.

A safety vest with reflective stripes shall be worn and supplied by RCTC. RCTC will supply vests with the FSP logo patches already sewn on per CHP's required patch placement locations. A FSP logo patch is not required to be sewn on the navy blue FSP vehicle operator uniform.

A detachable brass or gold nameplate shall be worn with the first initial of the first name and full last name. Letters shall not exceed ½" tall. The nameplate shall be worn above the right chest pocket on the safety vest. The Contractor is responsible for obtaining FSP CHP approval of the driver nameplates, and the Contractor is responsible for the purchase and replacement of the FSP vehicle operator nameplate.

All FSP vehicle operators shall wear general duty black work boots with protective (steel or composite) toe.

During cold weather, a navy blue sweater or sweatshirt may be worn under the uniform shirt/coveralls. As an option, a navy blue jacket may also be worn, if it meets all the uniform specifications and is worn under the safety vest. Rain gear, if worn, shall be waterproofed material and navy blue or yellow in color.

Hats, if worn, shall be baseball-type caps and navy blue in color. An "FSP" logo patch may be sewn on the hat above the brim. No other logos/names shall be accepted. A beanie may also be worn which must be navy blue in color and worn only with a jacket or long sleeve shirt under the vest.

Contractor should refer to the most current SOP to ensure they are following the most

recent requirements. SOP revisions and updates shall be unilaterally issued by RCTC, as deemed necessary by RCTC management, and all changes, revisions and updates to the SOP, if any, shall supersede all previous or existing SOPs. A copy of the SOP is included as part of the original RFP package.

7.5 Local Office

The Contractor shall provide a local office for contract administration purposes. This office shall be staffed by either the Contractor or a person who has the authority to conduct business and make decisions on behalf of the Contractor. The office shall have business hours coinciding with Contractor's Beat(s) hours of operation. Through the Proposal document shown in the Contractor Representative Form, the Contractor shall designate representatives who will be available at the office during hours of operation to make decisions on behalf of the Contractor. The office shall be established within close proximity to the Contractor's Beat(s) and the County of Riverside. Also note in the Scope of Services, Section 4.4, **a backup vehicle and a certified FSP vehicle operator must be available within a 45-minute request of the Beat area.**

This requirement may also determine if the local office is close enough to satisfy the requirements under this section.

The Contractor shall also provide **telephone and email** through which he/she, or a responsible representative who has the authority to conduct business and make decisions on behalf of the Contractor, can be contacted during the non-service hours of operation for the length of the contract. During non-business hours, an answering machine provided at the Contractor's expense, shall be available to log calls, take complaints, etc. **An email address that is monitored daily** shall be provided for notification purposes during operational and non-service hours. The Contractor will be responsible for having a company representative monitor and review messages/notices on a daily basis.

7.6 Remedies and Liquidated Damages

RCTC has a need to deal contractually with a range of failures by Contractors to meet contractual standards and requirements short of suspension or termination. Failure to meet contractual standards and requirements constitute a default under the contract and is subject to the various remedies provided in the contract, up to and including termination of the contract.

It is clear that any default that is related to service or contractor's readiness for service will either degrade service or lead to the degradation of service. The failure to meet contractual standards and requirements, therefore, causes damages to the FSP program and its participants (RCTC, CHP and Caltrans) and to the public being served by the FSP program. Because of the public service nature of the mission of the FSP, described generally in the Standard Operating Procedures (SOP), to keep traffic and commerce flowing on the regional freeways, the damages arising from contractor's failure to meet the contractual standards and requirements are impractical or extremely difficult to ascertain on an individual basis.

The contract has therefore established a series of remedies to attempt to deal with a range of defaults. The most egregious default will result in suspension or termination. Lesser defaults will result in the assessment of liquidated damages. These lesser remedies have been described in the SOP as fines, violations or penalties. This is not a correct characterization of the intent of the remedies. The remedies arise because the contractor is in default and the FSP and the public it serves is damaged by that default. The remedies are to compensate FSP for its damages and to encourage compliance with performance requirements of the contract.

EXHIBIT "B"
COMPENSATION

[attached behind this page]

Draft

EXHIBIT "B"
Compensation and Payment

Beat 25:

Regular Rate				
Rate #	Average Fuel Cost Per Gallon	Year 1 & 2 Rate	Year 3 & 4 Rate	Year 5 Rate
1	\$0.01 - \$2.99	\$ 119.50	\$ 125.50	\$ 129.50
2	\$3.00 - \$3.99	\$ 120.50	\$ 126.50	\$ 130.50
3	\$4.00 - \$4.99	\$ 121.50	\$ 127.50	\$ 131.50
4	\$5.00 - \$5.99	\$ 122.50	\$ 128.50	\$ 132.50
5	\$6.00 - \$6.99	\$ 123.50	\$ 129.50	\$ 133.50
6	\$7.00 - \$7.99	\$ 124.50	\$ 130.50	\$ 134.50
7	\$8.00 - \$8.99	\$ 125.50	\$ 131.50	\$ 135.50
8	\$9.00 - \$9.99	\$ 126.50	\$ 132.50	\$ 136.50
9	\$10.00+	\$ 127.50	\$ 133.50	\$ 137.50
Avg. Rates		\$ 123.50	\$ 129.50	\$ 133.50

Rates for Construction FSP / Extra Work Using Existing Vehicles				
Rate #	Average Fuel Cost Per Gallon	Year 1 & 2 Rate	Year 3 & 4 Rate	Year 5 Rate
1	\$0.01 - \$2.99	\$ 129.50	\$ 135.50	\$ 139.50
2	\$3.00 - \$3.99	\$ 130.50	\$ 136.50	\$ 140.50
3	\$4.00 - \$4.99	\$ 131.50	\$ 137.50	\$ 141.50
4	\$5.00 - \$5.99	\$ 132.50	\$ 138.50	\$ 142.50
5	\$6.00 - \$6.99	\$ 133.50	\$ 139.50	\$ 143.50
6	\$7.00 - \$7.99	\$ 134.50	\$ 140.50	\$ 144.50
7	\$8.00 - \$8.99	\$ 135.50	\$ 141.50	\$ 145.50
8	\$9.00 - \$9.99	\$ 136.50	\$ 142.50	\$ 146.50
9	\$10.00+	\$ 137.50	\$ 143.50	\$ 147.50
Avg. Rates		\$ 133.50	\$ 139.50	\$ 143.50

EXHIBIT "B"
Compensation and Payment

Beat 26:

Regular Rate				
Rate #	Average Fuel Cost Per Gallon	Year 1 & 2 Rate	Year 3 & 4 Rate	Year 5 Rate
1	\$0.01 - \$2.99	\$ 119.50	\$ 125.50	\$ 129.50
2	\$3.00 - \$3.99	\$ 120.50	\$ 126.50	\$ 130.50
3	\$4.00 - \$4.99	\$ 121.50	\$ 127.50	\$ 131.50
4	\$5.00 - \$5.99	\$ 122.50	\$ 128.50	\$ 132.50
5	\$6.00 - \$6.99	\$ 123.50	\$ 129.50	\$ 133.50
6	\$7.00 - \$7.99	\$ 124.50	\$ 130.50	\$ 134.50
7	\$8.00 - \$8.99	\$ 125.50	\$ 131.50	\$ 135.50
8	\$9.00 - \$9.99	\$ 126.50	\$ 132.50	\$ 136.50
9	\$10.00+	\$ 127.50	\$ 133.50	\$ 137.50
Avg. Rates		\$ 123.50	\$ 129.50	\$ 133.50

Rates for Construction FSP / Extra Work Using Existing Vehicles				
Rate #	Average Fuel Cost Per Gallon	Year 1 & 2 Rate	Year 3 & 4 Rate	Year 5 Rate
1	\$0.01 - \$2.99	\$ 129.50	\$ 135.50	\$ 139.50
2	\$3.00 - \$3.99	\$ 130.50	\$ 136.50	\$ 140.50
3	\$4.00 - \$4.99	\$ 131.50	\$ 137.50	\$ 141.50
4	\$5.00 - \$5.99	\$ 132.50	\$ 138.50	\$ 142.50
5	\$6.00 - \$6.99	\$ 133.50	\$ 139.50	\$ 143.50
6	\$7.00 - \$7.99	\$ 134.50	\$ 140.50	\$ 144.50
7	\$8.00 - \$8.99	\$ 135.50	\$ 141.50	\$ 145.50
8	\$9.00 - \$9.99	\$ 136.50	\$ 142.50	\$ 146.50
9	\$10.00+	\$ 137.50	\$ 143.50	\$ 147.50
Avg. Rates		\$ 133.50	\$ 139.50	\$ 143.50



AGENDA ITEM 7J

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Hanan Sawalha, Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement with the California Highway Patrol for Freeway Service Patrol Supervision

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 25-45-111-00 with the California Highway Patrol (CHP) to provide supervision and operation of the Freeway Service Patrol (FSP) program in Riverside County for a five-year term in an amount not to exceed \$4,081,380; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

The Riverside County FSP program is a collaborative effort between the California Department of Transportation (Caltrans), the CHP, and the Riverside County Transportation Commission, which serves as the Service Authority for Freeway Emergencies (SAFE). As the designated SAFE, the Commission is responsible for administering the program, while CHP oversees daily field operations to ensure service quality during designated FSP operating hours. Statewide, the CHP maintains supplemental agreements with various SAFEs to provide overtime coverage or additional personnel as needed.

Since 2001, the Commission has entered into such agreements with CHP to address staffing limitations and support the specific demands of the FSP program. CHP FSP Officers provide field supervision during FSP operating hours, which begin as early as 4:00 a.m. and end at 8:00 p.m. on weekdays and start at 10:00 a.m. and end at 7:00 p.m. on weekends. In addition to field supervision, CHP performs additional services that support the program, therefore requiring CHP Officers to work overtime. Below is a sample of the services performed by CHP FSP Officers:

In-field Supervisory Services Provided During FSP Operating Hours (not exhaustive):

- Provide supervision and oversight of in-field operations;
- Provide on-the-spot decisions regarding incidents occurring in the field;

- Enforce program rules and guidelines through active field monitoring;
- Conduct investigations related to equipment issues, personnel matters, property damage, and public complaints;
- Inspect tow trucks to ensure compliance with regulatory requirements;
- Serve as a FSP liaison between agencies, such as with other CHP personnel, Caltrans, cities, counties, etc.; and
- Serve as a point of contact for the public regarding FSP-related concerns, questions, feedback, and complaints.

Administrative Supervisory Services Provided During Non-FSP Hours (not exhaustive):

- Conduct background checks and coordinate testing, fingerprinting, and certification for new FSP drivers;
- Conduct FSP driver training classes;
- Develop and maintain training materials, including binders and route maps;
- Track and manage extra truck hours, fines, penalties, and required certifications (e.g., driver's licenses, DL-64 forms, medical cards, and motor carrier permits);
- Prepare monthly billing statements;
- Maintain and update the FSP Standard Operating Procedures manual;
- Maintain drop point maps to include changing local regulations;
- Monitor electronic FSP equipment, including automatic vehicle locator systems, tablets, and radios;
- Manage field-ready equipment inventory such as backup tablets, radios, safety vests, and magnetic signs;
- Participate in the Request for Proposal (RFP) process for selecting new contractors;
- Maintain driver files and records for all FSP drivers;
- Track driver performance and tenure for the purpose of recognition and awards; and
- Attend and occasionally host mandatory FSP-related meetings and trainings, including Technical Advisory Committee meetings and quarterly driver meetings.

CHP jurisdictional boundaries determine oversight responsibility for FSP operations. RCTC's FSP service areas is unique in that it spans two CHP divisions: Inland and Border. A total of five dedicated CHP FSP Officers support the Riverside County FSP program. Four Officers, based in the Inland Division, support both Riverside and San Bernardino County FSP operations, while one Officer from the Border Division oversees service areas in southern Riverside County.

The state provides CHP with a personnel allocation to support FSP, which helps offset some baseline staffing costs. For Riverside County, this allocation covers two Officers and one Dispatcher from the Inland Division, and half an Officer from the Border Division. However, to fully meet operational needs, including overtime, dispatch services, and additional staffing, supplemental agreements with CHP are required.

DISCUSSION:

The current agreement expires on June 30, 2025. Staff is seeking approval for a new agreement with the CHP. While these agreements typically cover a three-year term, CHP is proposing a five-year term to reduce the administrative burden and streamline what is often a lengthy processing time. The proposed agreement will provide funding for overtime, dispatch services, and additional personnel as needed to support both core FSP operations and contingency Construction FSP services. Core FSP operations include existing general-purpose lane and Express Lane FSP beats. Contingency Construction FSP services are intended for extended service schedules related to construction activities.

To develop cost estimates, staff coordinated with CHP headquarters and local CHP divisions (Border and Inland) to assess the additional personnel time required. For Riverside County FSP, CHP currently absorbs the cost of two full-time equivalent (FTE) Officers and one Dispatcher in the Inland Division, and one-half FTE Officer and one Dispatcher in the Border Division. This agreement will fund the remaining one-half FTE Officer position for the Border Division.

Beyond the baseline staffing, the draft agreement includes an annual allocation of overtime hours for Officers and Dispatchers, billed at statewide rates established each fiscal year by CHP headquarters. Current hourly rates are \$105.91 for Officers and \$54.52 for Dispatchers. For Fiscal Year 2025/26, CHP has advised using projected rates of \$111.43 for Officers and \$55.37 for Dispatchers, with an anticipated annual increase of up to 5 percent.

The proposed five-year agreement includes a total not to exceed amount of \$4,081,380. Officer and Dispatcher hours for core FSP operations are expected to remain consistent throughout the contract term. Year-to-year increases in costs are primarily due to the anticipated annual rate and salary adjustments. Should CHP adjust its rates during the contract term, the Commission will be required to pay the updated rates, provided the total reimbursements do not exceed the maximum contract limit. The agreement also includes contingency hours that may be used at the discretion of the parties to support other FSP activities including potential construction FSP.

A breakdown of estimated costs and hours by fiscal year is provided below.


	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
Core FSP Operations					-
Officer Hours	2,900	2,900	2,900	2,900	2,900
Dispatch Hours	1,800	1,800	1,800	1,800	1,800
					-
Construction FSP					-
Officer Hours	1,050	1,050	1,050	1,050	1,050
Dispatch Hours	1,050	1,050	1,050	1,050	1,050

	<u>FY 2026</u>	<u>FY 2027</u>	<u>FY 2028</u>	<u>FY 2029</u>	<u>FY 2030</u>
Core FSP Operations					-
Officer/Dispatch	\$408,490	\$428,900	\$450,370	\$472,880	\$496,520
Border CHP 0.5 FTE	\$163,856	\$170,411	\$177,228	\$184,317	\$191,688
	\$572,347	\$599,311	\$627,598	\$657,197	\$688,208
Construction FSP					
Officer/Dispatch	\$169,520	\$178,000	\$186,900	\$196,250	\$206,050
Total Cost	\$741,867	\$777,311	\$814,498	\$853,447	\$894,258
Core & Construction FSP OT Subtotal		\$3,193,880			
Border CHP 0.5 FTE Subtotal		\$887,500			
Total CHP Contract		\$4,081,380			

Direct supervision of dedicated CHP FSP Officers is provided by Lieutenant Commanders from the Inland and Border Divisions, who also review and approve overtime reimbursements. Reimbursable expenses are audited at both the local division and state levels by CHP's FSP liaison contracts unit. In addition, Commission staff verify invoices against historical and internal data for accuracy and consistency.

FISCAL IMPACT:

Sufficient funding, consisting of Caltrans, SAFE, and toll revenues, for CHP supervision services will be included in future fiscal years' budgets, beginning with the proposed FY 2025/26 budget.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26+	Amount:	\$4,081,300
Source of Funds:	State of California, SAFE funds, Toll Revenues			Budget Adjustment:	No
GL/Project Accounting No.:	002173 81016 00000 0000 201 45 81002 009199 81014 00000 0000 591 31 81002 001599 81014 00000 0000 515 31 81002				
Fiscal Procedures Approved:				Date:	05/27/2025

Attachments:

- 1) Draft CHP Agreement No. 25-45-111-00
- 2) Riverside FSP CHP Jurisdiction Map

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. **Riverside County Transportation Commission (RCTC)** agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with Freeway Service Patrol (FSP) services within the Riverside County Area.
2. The hours of duty performed by CHP staff, under this Agreement, are those mutually agreed upon by CHP Contract Coordinator and **RCTC**. Any changes to the proposed plan, such as additional hours, dates, and sites for traffic control, can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP Command and **RCTC**.
3. The project representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol Research and Planning Section		Riverside County Transportation Commission	
NAME		NAME	
Denise Tapia, Staff Services Manager I			
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-3351	DTapia@chp.ca.gov		
Direct all contract inquiries to :			
STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		Riverside County Transportation Commission	
ATTENTION		ATTENTION	
Sridharan Krishnamurthy, Contract Analyst			
EMAIL		EMAIL	
Sridharan.krishnamurthy@chp.ca.gov			
ADDRESS		ADDRESS	
601 North 7 th Street, Sacramento, CA 95811			
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-4318	(916) 322-3166		

4. Detailed description of work to be performed:
 - A. Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of the CHP shall make adequate provision for patrol of the highways at all times of the day and night, which is interpreted to mean that the Commissioner is given broad discretion in determining the means of providing adequate patrol, including the use of FSP vehicles.
 - B. Under Section 2557 (d) of the Streets and Highways Code (S&H), **RCTC** has the ability to provide funding for FSP on freeways within the Riverside County Area and **RCTC** intends, by this Agreement, to provide funding for specified CHP activities relating to its FSP program as follows:
 - C. All personnel providing services shall be state employees under the sole discretion, supervision, and regulation of CHP. Said personnel shall work out of the appropriate CHP facilities as designated by CHP. At no time shall any state employee assigned to the FSP program be considered employees, agents, officials, or volunteers of **RCTC**.
 - D. The period of performance of this Agreement will be from July 1, 2025, through June 30, 2030.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

- E. The **RCTC** agrees to reimburse CHP for the overtime costs incurred by CHP FSP sergeants, officers, dispatchers, and/or analyst for the purpose of duties that include, but are not limited to, overseeing and assisting with regular FSP program oversight and operations, extended weekday services, weekend services, regular and construction express lane services, investigating complaints from the public regarding an **RCTC** FSP contractor or driver, performing all necessary driver's license and background checks on all **RCTC** FSP operators, inspecting all **RCTC** FSP contractor tow trucks on a periodic basis, overseeing **RCTC** contractors' compliance with statutory and regulatory requirements, providing training to all **RCTC** FSP contractors and drivers, assisting **RCTC** with verifying contractor billing, and providing representation for the **RCTC** FSP technical committee.
- F. The **RCTC's** FSP program is intended to be funded with revenues derived from Service Authority for Freeway Emergencies (SAFE), State Budget Change Proposal funds, and Senate Bill 1 (SB 1) funds for the day-to-day contractor operations. The **RCTC** is currently only provided two- and one-half officers (two Inland Division officers, and one half-time Border Division officer) to provide oversight for the program within their jurisdiction in accordance with funding available for the statewide FSP program. With ongoing additions and turnover of FSP program drivers, the provision of additional driver training and required certification classes by CHP are a necessity for **RCTC's** tow contractors to maintain their contractual obligation of having only certified FSP drivers perform FSP services. With only two- and one-half officers, it is difficult to provide classes as well as all other duties the officers are responsible for within regular duty hours. Therefore, it is necessary to fund an additional half time officer across both Border and Inland CHP Divisions for FSP program oversight.

5. Cancellation of Services

- A. The CHP and **RCTC** agree this Agreement may be canceled by either party with Thirty (30) days advance written notice.
- B. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
- C. The CHP and **RCTC** agree that this Agreement may be amended by written mutual consent of the parties hereto.
- D. Should this Agreement be terminated, **RCTC** agrees to provide funding to reimburse CHP for those reasonable and allowable costs incurred and associated with the program overtime and administrative duties as defined in this Agreement up to the point of termination.

EXHIBIT D
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall invoice **RCTC** with a monthly invoice which details all CHP costs for FSP services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

Riverside County Transportation Commission, attn: Hanan Sawalha
P. O. Box 12008
Riverside, CA 92502-2208
hsawalha@rctc.org

The **RCTC** agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, **RCTC** agrees to reimburse the CHP upon receipt of an itemized invoice. The **RCTC** agrees to reimburse CHP for the actual hours worked by CHP staff (at the Overtime Rates described below) at the time services are provided. The rates indicated in this Agreement are for estimate purposes only. It is understood, by both parties, that rate increases in salary and benefits are governed by collective bargaining Agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, **RCTC** agrees to pay the increased rate. The following information is the CHP overtime rates, effective Fiscal Year 24/25 until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$111.43 per hour
CHP Sergeant	\$135.57 per hour
CHP Public Safety Dispatcher (mid step)	\$55.37 per hour
CHP Public Safety Dispatch Supervisor	\$64.42 per hour
CHP Analyst	\$62.63 per hour

2. The maximum amount payable under this contract shall not exceed \$4,081,380.00. Amounts payable to the CHP by **RCTC** for costs incurred pursuant to this Agreement may be utilized over several fiscal years and need not be utilized in a single fiscal year by the CHP, so long as the total amount payable under this Agreement is not exceeded. The estimated breakdown for each fiscal year of this contract, to include overtime and half-time officer salary, is as follows:

	FY 25/26	FY 26/27	FY 27/28	FY 28/29	FY 29/30
Overtime	\$578,010.00	\$606,900.00	\$637,270.00	\$669,130.00	\$702,570.00
Half-Time Officer	\$163,856.76	\$170,411.04	\$177,228.00	\$184,316.64	\$191,687.56
	\$741,866.76	\$777,311.04	\$814,498.00	\$853,446.64	\$894,257.56

EXHIBIT D
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

3. Gifts, donations, or gratuities may not be accepted by CHP employees on their own behalf or on behalf of the Department, informal squad club, or other local funds.

EXHIBIT E
(Standard Agreement)

DISPUTE

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.

RESOLUTION

The **RCTC** agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement.

INDEMNIFICATION

To the extent permitted by law, RCTC shall defend, indemnify, and save harmless CHP and all CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of RCTC, or RCTC's officers, directors, and employees, arising out of the performance of this agreement.

To the extent permitted by law, CHP shall defend, indemnify, and save harmless RCTC and all RCTC's officers, directors, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) caused by the negligent or intentional acts or omissions of CHP, or CHP's officers, directors, and employees, arising out of the performance of this agreement.

Neither termination of this Agreement, nor completion of the acts to be performed under this Agreement, shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of Termination or completion.

AGENDA ITEM 7K

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Years 2025/26 – 2029/30 Measure A Five-year Capital Improvement Plans for the Local Streets and Roads Program

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Fiscal Years 2025/26 – 2029/30 Measure A Five-year Capital Improvement Plans (CIP) for Local Streets and Roads (LSR) as submitted by the participating agencies.

BACKGROUND INFORMATION:

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

The 2009 Measure A Ordinance No. 02-001 (Ordinance) provides cities and the County of Riverside funding for street maintenance and operations, street repairs, street improvements, and new infrastructure of their local streets and roads systems. As outlined in the Ordinance, Measure A funds are allocated and distributed within three geographic areas as seen in Table 1.

Table 1. Measure A Local Streets and Roads Allocation and Distribution

Geographic Area	Coachella Valley	Western County	Palo Verde Valley
Measure A Geographic Share Dedicated to Local Streets and Roads	35%	29%	100%
Formula Method for Distribution	Based on 50 percent of proportionate dwelling units and 50 percent of Measure A revenues within each jurisdiction	Based on 75 percent of the proportionate population from the State Department of Finance and 25 percent of Measure A sales tax revenues generated within each jurisdiction	

Since the commencement of the 2009 Measure A, from July 2009 through February 2025, the cities in the three geographic areas and the County of Riverside have received approximately \$881 million.

To receive Measure A LSR funding each year, the Commission requires local agencies to submit the following:

- Annual Five-year Capital Improvement Plan (CIP) list of projects via RivTrack;
- Annual Maintenance of Effort certification which is a financial requirement that local agencies continue to provide a certain level of general funding for transportation; and
- Annual Project Status Report for the prior fiscal year CIP.

Additionally, the Ordinance requires confirmation of participation in the Western County or Coachella Valley Transportation Uniform Mitigation Fee (TUMF) program (as applicable) confirmed by the Western Riverside Council of Governments and Coachella Valley Association of Governments. Participation in the Western Riverside County Regional Conservation Authority's (RCA) Multiple Species Habitat Conservation Plan (MSHCP), confirmed by RCA, is also required.

DISCUSSION:

On January 27, 2025, staff provided local agencies with the Five-year Measure A LSR revenue projection (Attachment 1) to assist in preparation of the required CIPs. The required CIPs and supporting documents were due on April 28, 2025, and have been received from all local agencies through the Commission's programming database, RivTrack. The CIPs have been reviewed by staff for compliance with Measure A requirements and to confirm expenditures are consistent with the Ordinance. Eligibility determinations related to participation in the TUMF program, as applicable, have been verified. Eligibility determinations related to participation in the MSHCP program, as applicable, have preliminarily been verified. Final eligibility is expected to be confirmed by the time FY 2025/26 Measure A LSR disbursements begin in September 2025. Staff recommends approval of the attached local agency FYs 2025/26 – 2029/30 Measure A Five-year CIPs (Attachment 2).

FISCAL IMPACT:

The FY 2025/26 Measure A LSR disbursements to eligible local agencies with Commission-approved CIPs have been included in the proposed FY 2025/26 Budget.

Attachments:

- 1) Measure A Local Streets and Roads Program Allocation (Projection) FY 2025/26
- 2) Cities and County FYs 2025/26 – 2029/30 CIPs (Click on the [Link](#))

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A LOCAL STREETS AND ROADS PROGRAM ALLOCATION (PROJECTION)
FY 2025/26 ORIGINAL (1/2025)

	FY 2025/26	FY 2026/27	FY 2027/28	FY 2028/29	FY 2029/30
Western County					
Local Streets & Roads					
BANNING	\$ 841,000	\$ 858,000	\$ 875,000	\$ 893,000	\$ 911,000
BEAUMONT	885,000	903,000	921,000	939,000	958,000
CALIMESA	304,000	310,000	316,000	322,000	328,000
CANYON LAKE	265,000	270,000	275,000	281,000	287,000
CORONA	5,460,000	5,569,000	5,680,000	5,794,000	5,910,000
EASTVALE	3,370,000	3,437,000	3,506,000	3,576,000	3,648,000
HEMET	2,572,000	2,623,000	2,675,000	2,729,000	2,784,000
JURUPA VALLEY	3,113,000	3,175,000	3,239,000	3,304,000	3,370,000
LAKE ELSINORE	2,117,000	2,159,000	2,202,000	2,246,000	2,291,000
MENIFEE	3,117,000	3,179,000	3,243,000	3,308,000	3,374,000
MORENO VALLEY	5,967,000	6,086,000	6,208,000	6,332,000	6,459,000
MURRIETA	3,329,000	3,396,000	3,464,000	3,533,000	3,604,000
NORCO	897,000	915,000	933,000	952,000	971,000
PERRIS	2,701,000	2,755,000	2,810,000	2,866,000	2,923,000
RIVERSIDE	10,072,000	10,273,000	10,478,000	10,688,000	10,902,000
SAN JACINTO	1,394,000	1,422,000	1,450,000	1,479,000	1,509,000
TEMECULA	3,944,000	4,023,000	4,103,000	4,185,000	4,269,000
WILDOMAR	939,000	958,000	977,000	997,000	1,017,000
RIVERSIDE COUNTY	8,782,000	8,958,000	9,137,000	9,320,000	9,506,000
WRCOG	1,328,000	1,355,000	1,355,000	1,382,000	1,410,000
SUBTOTAL-Western County	61,397,000	62,624,000	63,847,000	65,126,000	66,431,000
Coachella Valley					
CATHEDRAL CITY	1,747,000	1,782,000	1,818,000	1,854,000	1,891,000
COACHELLA	740,000	755,000	770,000	785,000	801,000
DESERT HOT SPRINGS	587,000	599,000	611,000	623,000	635,000
INDIAN WELLS	315,000	321,000	327,000	334,000	341,000
INDIO	2,481,000	2,531,000	2,582,000	2,634,000	2,687,000
LA QUINTA	1,773,000	1,808,000	1,844,000	1,881,000	1,919,000
PALM DESERT	3,129,000	3,192,000	3,256,000	3,321,000	3,387,000
PALM SPRINGS	2,776,000	2,832,000	2,889,000	2,947,000	3,006,000
RANCHO MIRAGE	1,067,000	1,088,000	1,110,000	1,132,000	1,155,000
RIVERSIDE COUNTY	2,334,000	2,381,000	2,429,000	2,478,000	2,528,000
SUBTOTAL-Coachella Valley	16,949,000	17,289,000	17,636,000	17,989,000	18,350,000
Palo Verde Valley					
BLYTHE	711,000	725,000	740,000	755,000	770,000
RIVERSIDE COUNTY	189,000	193,000	197,000	201,000	205,000
SUBTOTAL-Palo Verde Valley	900,000	918,000	937,000	956,000	975,000
TOTAL ¹	\$ 79,246,000	\$ 80,831,000	\$ 82,420,000	\$ 84,071,000	\$ 85,756,000

¹ Administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis. Accordingly, the Measure A allocations to each geographic area by program will be reduced for such quarterly cost allocations.

Note: Estimate for planning purposes, subject to change and rounding differences.

AGENDA ITEM 7L

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Martha Masters, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2025/26 Annual Local Transportation Fund Planning Allocations to Western Riverside Council of Governments and Coachella Valley Association of Governments

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve an allocation of Local Transportation Fund (LTF) funds for planning in the amount of \$1,221,000 for Western Riverside Council of Governments (WRCOG) and \$666,000 for Coachella Valley Association of Governments (CVAG) for efforts identified in each agency's Fiscal Year 2025/26 LTF Program Objectives/Work Plan (Work Plan) that supports transportation planning programs and functions that are consistent with regional and subregional plans, programs, and requirements.

BACKGROUND INFORMATION:

The LTF established in state law by the Transportation Development Act (TDA) is funded through a quarter of one cent of the state's 7.25 percent sales tax (based on point of sale and returned to source). LTF funds are used to fund transportation planning, operations, and capital projects. The action requested at this time is specifically to allocate the planning funds to the two councils of governments, WRCOG and CVAG. Other LTF allocations, such as those for transit and rail operations and capital projects are approved separately by the Commission in June of each year. Bicycle and pedestrian facilities are also funded by LTF and are part of the biennial SB 821 Call for Projects.

The LTF funding is distributed by the State Board of Equalization to counties on a pro rata basis, pursuant to Section 99233.2 of the TDA, providing up to 3 percent of annual revenues to fund transportation planning and programming efforts.

DISCUSSION:

The Commission, as the regional transportation planning agency, is legally responsible for apportioning the LTF funds. Based on the projected FY 2025/26 LTF revenues of \$148 million,

3 percent of the projected revenue, or approximately \$4.4 million, is for planning and programming (Attachment 1). By statute, the TDA also requires one half of these LTF funds, or \$2.2 million*, be allocated for planning activities within the Western Riverside County and the Coachella Valley areas, as determined by the Commission. The distribution formula, as confirmed by the Commission in October 2014, is as follows:

Planning Agency	Percentage	Apportionment/Allocation
CVAG	30	\$666,000
WRCOG	55	1,221,000
Total	85	\$1,887,000

*The remaining \$333,000 (15 percent) LTF is allocated to the Commission separately through the annual budget process.

WRCOG and CVAG submitted their respective FY 2025/26 Work Plans in accordance with existing guidelines.

WRCOG's Work Plan (Attachment 2) is divided into two program areas and includes the following activities:

- 1) Planning Programs – including, but not limited, to:
 - a. Vehicle miles traveled mitigation administration
 - b. Research on demographics, travel and technology on the transportation system
 - c. Assembly Bill 98 implementation toolkit
 - d. Development of a housing implementation tool
 - e. Riverside County Transportation Analysis Model maintenance and updates
 - f. 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) support
 - g. Geographic information system/modeling services
 - h. Affordable housing development coordination
 - i. Grant writing assistance program
 - j. Transportation-related climate hazards and climate adaptation analyses and planning for the WRCOG subregion
- 2) Regional Transportation Programs
 - a. Transportation Uniform Mitigation Fee (TUMF) program
 - b. Riverside County Transportation Commission programs

CVAG's Work Plan (Attachment 3) consists of the following program areas:


- 1) Project management and contract administration;
- 2) Regional coordination of programs;
- 3) CV Link;
- 4) CV Sync;
- 5) Arts and Music Line;

- 6) ACCESS-Indian Canyon project;
- 7) Broadband strategic plan;
- 8) Planning for future transportation needs;
- 9) TUMF program implementation;
- 10) Congestion management/air quality programs; and
- 11) Identify more funding strategies.

Staff reviewed the Work Plans and found them to be consistent with the Commission's overall transportation programming and planning objectives and recommends approval. In addition to the program areas and activities, the Work Plans also benefit the respective geographic regions and are consistent with subregional and regional plans, including SCAG's RTP/SCS. WRCOG and CVAG, in conjunction with SCAG, are responsible for subregional planning efforts that implement and are in conformance with the RTP/SCS.

FISCAL IMPACT:

LTF Planning allocation distributions totaling \$1,887,000 will be made to WRCOG and CVAG.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	\$1,887,000
Source of Funds:	LTF			Budget Adjustment:	No
GL/Project Accounting No.:	106 65 86205				
Fiscal Procedures Approved:				Date:	05/21/2025

Attachments:

- 1) Riverside County LTF FY 2025/26 Apportionment
- 2) WRCOG FY 2025/26 LTF Program Objectives/Work Plan
- 3) CVAG FY 2025/26 LTF Program Objectives/Work Plan

**RIVERSIDE COUNTY
LOCAL TRANSPORTATION FUND
FY 2025/26 APPORTIONMENT
Original January 2025**

	Original Projection (1/2025)
Estimated Carryover (Unapportioned)	\$ -
Estimated Receipts ¹	148,000,000
TOTAL	148,000,000
Less: County Auditor-Controller Administration	12,000
Less: Estimated RCTC Administration ²	1,250,000
Less: RCTC Planning (3% of revenues)	4,440,000
Less: SCAG Planning (3/4 of 1% of revenues)	1,110,000
BALANCE	141,188,000
Less: SB 821 (2% of balance)	2,824,000
BALANCE AVAILABLE BEFORE RESERVES	138,364,000
Less: 10% Transit Reserves	13,836,000
BALANCE AVAILABLE FOR APPORTIONMENT	\$ 124,528,000

APPORTIONMENT³	Population	Population % of Total	FY 2025/26 Original Apportionment (1/2025)
Western:	1,974,084	80.83%	\$ 100,651,000
Rail	28%		28,182,000
Transit	72%		72,469,000
Coachella Valley	445,582	18.24%	22,719,000
Palo Verde Valley	22,712	0.93%	1,158,000
	2,442,378	100.00%	\$ 124,528,000

ALLOCATION OF TRANSIT RESERVES (in accordance with Reserve Policy adopted January 12, 2005):

Western:		
Rail	\$	3,131,000
Transit:		
RTA	\$ 6,912,000	
Banning	227,000	
Beaumont	282,000	
Corona	163,000	
Riverside	468,000	
Subtotal Transit	\$ 8,052,000	8,052,000
Subtotal Western		11,183,000
Coachella Valley		2,524,000
Palo Verde Valley		129,000
Total Reserves	\$	13,836,000

NOTES:

¹ Estimate for planning purposes, subject to change and rounding differences. Rounded to the nearest thousand.

² Amount is an estimate; administrative costs are allocated in accordance with a cost allocation plan on a quarterly basis.

³ Subject to Commission approval on the rail/bus split

Population Source: California Department of Finance, Demographic Research Unit as of January 1, 2024.

Allocation of transit reserves: FY 2024/25 SRTP funding allocations approved 6/26/2024.

Western Riverside Council of Governments (WRCOG)

Fiscal Year 2025/2026 Local Transportation Funds Program Objectives

The Work Plan for FY 2025/2026 is divided into two Program areas: 1) Planning Programs and 2) Regional Transportation Programs.

1. Planning Programs

Local Jurisdictions within WRCOG subregion
Southern California Associations of Governments (SCAG)

Planning:

This program includes staff time to develop and work on 13 main projects/program areas. These are listed below and include a brief description.

- A. Administer a regional Vehicle Miles Traveled (VMT) Mitigation Program for member/partner agencies that opt-in

WRCOG will administer a regional VMT Mitigation Program for member/partner agencies that opt-in. WRCOG developed a voluntary exchange program (Program) to provide a method to mitigate vehicle miles traveled (VMT) impacts under the California Environmental Quality Act (CEQA). WRCOG is proposing to serve as the Program Administrator and main point of coordination for Program Participants, which could include regional agencies, WRCOG member agencies, and other stakeholders, as appropriate. Through the Program, Program Participants in need of a way to offset significant VMT impacts will be able to purchase VMT credits generated by participants with VMT credit-generating projects. As a result, credit-using projects will not be delayed due to an inability to offset VMT impacts. Credit-generating projects may be expedited due to access to funding. The Program is voluntary and applicants who are unable to secure credits or unwilling to comply with the various requirements can pursue other opportunities for VMT mitigation through alternative means.

- B. Research on demographics, travel and technology and the impact on the transportation system

WRCOG will continue to conduct research on-behalf of jurisdictions in Western Riverside County, as requested, to help prepare and provide information on the various challenges faced in the subregion. WRCOG will continue to research changes in demographics as they will have an effect on how the subregion grows and how local agencies should plan, construct and invest in the future. WRCOG will continue to conduct research on travel behavior, especially as it relates to the changing economy, travel pattern and automation in order to highlight potential challenges the subregion may face and the opportunities jurisdictions should

strategically be in position to leverage. WRCOG will also conduct research on commute patterns of employed residents and the types of industries they occupy.

WRCOG will continue to work to ensure this information is disseminated to jurisdictions and stakeholders through its Committee structure and is presented at forums, conferences, and panels where suitable.

C. Assembly Bill 98 Implementation Toolkit

WRCOG will continue to develop an implementation guide of AB 98. AB 98 begins in January 2026. This bill prescribes new warehouse design and build standards for any new proposed or expanded logistics use developments. These regulations will affect zoning and development within the WRCOG region. In addition, AB 98 requires that general plan circulation elements be updated to identify and establish specific travel routes in order to safely accommodate additional truck traffic and avoid residential areas and sensitive receptors. The goal of the guide is to provide a checklist to member agencies in order to comply with the legislative requirements, and to provide sample ordinances, design handbooks, etc. WRCOG will also continue its efforts to work with partner stakeholders to improve the Bill's clarity and application.

D. Development of a Housing Implementation Tool

WRCOG will continue to develop a Housing Implementation Tool aimed to understand how major housing legislation affects common housing development scenarios. The Tool will identify common housing development scenarios, identify major legislative items and provide guidance on how legislation affects these development scenarios. Coordination with member agencies will take place to ensure that all relevant scenarios are covered.

E. Maintain and update the Riverside County Transportation Analysis Model (RIVCOM)

RIVCOM is the transportation analysis model that was completed in June 2021, and most recently updated in January 2024, that provides socio-economic forecasts to reflect SCAG's adopted growth forecasts, updated roadway network and utilizes data from SCAG's most recent Regional Travel Model to ensure consistency. This model is utilized by jurisdictions and consultants to produce roadway forecasts and other units of measurements, such as Vehicle Miles Traveled, needed for analyses. WRCOG will ensure that the model is disseminated to the appropriate parties in a timely fashion. RIVCOM will undergo a larger update this Fiscal Year consisting of updates to the socio-economic data and roadway networks to ensure consistency with SCAG's adopted growth forecasts and provide an opportunity for local agencies to update local data. These updates ensure the model accurately reflects existing and future conditions.

F. Support local jurisdictions with implementation of the 2024 SCAG Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS)

Staff will provide support to local jurisdictions as the SCAG 2024 RTP/SCS is implemented. Federal transportation funding, and most grant programs, utilize

consistency with the RTP/SCS as a requirement. This assistance will ensure that local agencies can qualify for the grant programs that require consistency with the RTP/SCS. This also ensures that the WRCOG subregion is consistent with the long-range vision plan that aims to balance future mobility and housing needs with economic, environmental and public health goals. The RTP/SCS is supported by a combination of transportation and land use strategies that help the region achieve state greenhouse gas emission reduction goals and federal Clean Air Act requirements, preserve open space areas, improve public health and roadway safety, support our vital goods movement industry and utilize resources more efficiently.

G. GIS/Modeling Services

WRCOG will provide GIS and transportation modeling services to member agencies of WRCOG. This service is meant to provide GIS/modeling capabilities and products to WRCOG member agencies on an as-needed basis, to enhance GIS/Transportation modeling at agencies currently managing their own systems, and to provide quick, inexpensive services to members without need for additional staff, consultants, software licensing, hardware needs. Possible services include General Plan amendments, traffic volume maps, traffic model scenarios for new development, project mapping, demographics, service area analysis, and VMT metric implementation and analysis assistance.

H. Affordable Housing Development Coordination

WRCOG will continue to update and improve the affordable housing pipeline tool that was developed in FY 2023/24. This tool was created to spatially locate current affordable housing projects with the goal to better compete for affordable housing funding opportunities. The pipeline will be updated on a quarterly basis to ensure the mapped inventory of known affordable housing projects in the subregion is current. Coordination amongst the jurisdictions in the subregion, the Housing Authority of the County of Riverside, and local transit agencies will continue to be conducted. The tool also will integrate the criteria of large grant programs, such as the Affordable Housing and Sustainable Communities (AHSC) and Transformative Climate Communities (TCC), to elevate the usefulness of the tool, and to ensure a coordinated and strategic effort in identifying grant funding. The tool will also be showcased to the affordable housing development community in order to refine the tool.

I. Grant Writing Assistance Program

WRCOG established the Grant Writing Assistance Program to assist WRCOG member agencies in grant writing assistance on an as-needed basis. The primary focus of this Program will be two-fold. First, WRCOG will prepare a bi-weekly summary of potential grant opportunities that are distributed to WRCOG member agencies and made available upon request. Second, WRCOG will provide technical assistance to WRCOG member agencies with the development of grant applications. WRCOG will limit the technical assistance to transportation and planning grant applications, such as the Active Transportation Program, Caltrans Sustainable Transportation Planning Grant Program and the SCAG Sustainable Communities Program.

J. Research, agenda preparation, and staffing for WRCOG Planning Directors Committee

The research, agenda preparation, and staffing for the WRCOG Planning Directors Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to planning-related matters on a monthly basis.

K. Research, agenda preparation, and staffing for WRCOG Public Works Committee

The research, agenda preparation, and staffing for the WRCOG Public Works Committee will support WRCOG member agencies to obtain information, access to research, and awareness of applicable grant opportunities, as well as foster discussions between WRCOG member jurisdictions regarding the latest challenges and opportunities facing the WRCOG subregion, in order to achieve more cost effective and efficient solutions to public works or engineering-related matters on a monthly basis.

L. Outreach for WRCOG Programs and activities and engagement with WRCOG members, partner agencies, and stakeholders

Outreach for WRCOG Programs and activities and partner agencies will include assisting local jurisdictions and education institutions on the various WRCOG Programs and subregional challenges faced. Outreach will continue for the WRCOG Public Service Fellowship, which encourages students to seek careers in public policy and local government by gaining meaningful, hands-on experience at WRCOG member agencies. In addition, staff will continue to promote and attend member jurisdiction/agency events throughout the year. WRCOG will continue to participate in meetings and working groups with SCAG and coordinate with SCAG on a regular basis. WRCOG will continue to act as a liaison for the subregion and to disseminate relevant information at the appropriate times to local jurisdictions.

M. Assistance to local jurisdictions on climate-related hazards and climate adaptation analyses and planning for the WRCOG subregion.

Continue overseeing studies and planning efforts to identify effects of climate change to the subregion and opportunities to mitigate these effects, particularly as it relates to transportation infrastructure. The Emergency Evacuation Network Resilience analysis, which is on-going in conjunction with the San Bernardino County Transportation Authority, will continue, so efforts will focus on completing the analysis. In addition, grant funding to support climate-related activities is increasing and will become even more prominent as it is more of a focus for state agencies; WRCOG will continue to assist local jurisdictions in attaining grant funding for these activities. Past WRCOG efforts, such as the risk assessments performed on a sample of vulnerable transportation assets in the subregion or identifying the needs of disadvantaged or vulnerable communities can be leveraged to attain the climate adaptation planning and implementation grant

funding. The goal is to assist jurisdictions better plan for project prioritization and investment on the transportation system. Staff will also continue to participate in the Inland Southern California Climate Collaborative (ISC3). ISC3 is a diverse, cross-sectoral network of agencies, organizations, companies, and institutions working together to advance equitable solutions to create a resilient and thriving Inland Southern California in the face of climate related events.

2. Regional Transportation Programs

This program includes staff time to develop and work on two main projects/program areas. These are listed below and include a brief description.

Transportation Uniform Mitigation Fee (TUMF) Program:

This Program includes staff time to administer the TUMF Program, which includes but is not limited to the following:

A. Program contract/agreement administration:

Review, coordinate, and finalize Reimbursement Agreements with member agencies for funding allocations based on five-year Zone Transportation Improvement Program (TIP).

B. Continue work on the TUMF Nexus Study

California Assembly Bill 1600 requires that all local agencies in California establish a nexus or reasonable relationship between the development impact fee's use and the type of project for which the fee is required. In accordance with this requirement, WRCOG will begin preparing work on the next TUMF Nexus Study to ensure the adequacy of the developer impact fees and the projects included in the TUMF Network.

C. Public outreach/information:

Prepare the TUMF Annual Report detailing collections for fiscal year and projects being funded with collections. Develop Press Releases for the TUMF Program highlighting major milestones, groundbreakings, ribbon cuttings. Filming of groundbreakings and ribbon cuttings for TUMF funded projects. Develop and purchase of signage for TUMF funded projects.

D. TUMF Zone Transportation Improvement Program (TIP):

Preparation and approval of five-year Zone TIPs with programmed funding for delivery of TUMF projects. Convene meetings of the Zone at the request of member agencies for funding additions and adjustments. Review funding requests to ensure that allocations are within limits of the Nexus Study.

E. Preparation of annual adjustment for construction costs:

Per the TUMF Administrative Plan, annual review of the construction cost index adjustment to the TUMF for consideration by the WRCOG Executive Committee. Preparation of the adjustment to the TUMF Network and develop documents for

review by the WRCOG Committee structure. If approved by the WRCOG Executive Committee, prepare TUMF Ordinance/Resolution for member agency approval and assist local jurisdictions and stakeholders with fee adjustment implementation.

F. Maintain TUMF payment portal:

WRCOG collects TUMF on behalf of agencies that have approved a TUMF Ordinance Amendment with the option to delegate fee collection responsibility to WRCOG. To provide efficient and effective calculation and collection of TUMF, WRCOG developed a portal for member agency staff to submit calculation requests and for developers to make payments that will require maintenance and revisions.

G. Work with developers on credit and reimbursement agreements:

Coordinate member agency Credit Agreements with developers to ensure all policies and procedures are in place prior to execution of agreements. If necessary, convene meetings with applicable stakeholders to memorialize eligible expenses, maximum allocations of the Nexus Study and reconciliation of projects costs.

H. Review available data for requests made by stakeholders regarding TUMF calculations:

At the request of a stakeholder, review available data specific to land uses that may generate trips that do not typically fall within the standard TUMF land uses.

RCTC Programs:

This Program includes staff time to administer and assist RCTC as it relates to transportation planning and air quality programs, which includes but is not limited to the following:

- a) Participation in TUMF Program tasks as needed to assist RCTC in the implementation of the Regional TUMF Program.
- b) Participate in evaluation committees as requested; outreach assistance with RCTC's Programs and goals, and other planning related tasks as determined in consultation with the RCTC Executive Director.

CVAG TRANSPORTATION WORK PLAN FISCAL YEAR 2025-26

BIG PICTURE

Improving the regional arterial network

Since 1989, CVAG has been responsible for regional transportation planning in the Coachella Valley, creating plans for all people of all ages using various modes of transportation. CVAG collaborates with its member jurisdictions to develop and manage a progressive regional road program and congestion mitigation program. Notable projects include the overhaul of six interchanges along the Interstate 10 Improvement Corridor. Priorities are regularly reviewed and included in the Transportation Project Prioritization Study (TPPS), the associated Regional Arterial Cost Estimate (RACE), and the Active Transportation Plan (ATP).

Recently, CVAG and member jurisdictions have celebrated numerous project completions. In the upcoming fiscal year, CVAG's Transportation Department will continue working with member jurisdictions to advance individual projects, including regional active transportation projects, and support efforts to secure external funding to lessen the impact on regional and local resources.

Transportation Uniform Mitigation Fee (TUMF) program

The TUMF program began in Fiscal Year 1989-90 to generate additional funds required for necessary improvements to the regional transportation system. Local jurisdictions may opt out of collecting TUMF; however, those not collecting forfeit their share of local Measure A funds to the regional arterial program. CVAG saw a steady increase in local Measure A funding received by its member jurisdictions until the Great Recession, which began in 2008 and led to significant downturns in revenue. TUMF, like all development impact fees, requires demonstrating a nexus between the proposed development and the impacts to be mitigated. The assessment is based on the number of vehicle trips that new developments or site improvements may generate.

CV Link

CVAG has been working on CV Link for the past decade. The major innovation in alternative transportation will provide a safe route for walking, running, biking or using low-speed electric vehicles, such as golf carts. CV Link is expected to offer significant environmental, health, and economic benefits to generations of current and future residents and visitors. It will span more than 40 miles across the Coachella Valley. In 2025, construction will be completed in the cities of Cathedral City, Palm Desert, Palm Springs, La Quinta, Indio, and Coachella, as well as in unincorporated Riverside County. The CV Link includes bridges and undercrossings—key safety features that allow CV Link users to avoid traditional vehicular traffic.

CV Sync

Synchronizing traffic signals across the Coachella Valley has been a longstanding goal at CVAG. Design and engineering of CV Sync began in 2016, with the scope later expanding to include upgrading all traffic controllers, video detection and vehicle detection software at over 500 intersections to the same standard. The first phase of CV Sync — synchronizing signals on Highway 111, Washington Street, and Ramon Road — is fully operational. The second phase, which includes another 21 corridors, is currently under construction and expected to be completed in 2026. CV Sync features technology that allows all cities to communicate and coordinate in real-time to manage traffic flow, particularly beneficial for large events that attract hundreds of thousands of tourists to the Coachella Valley. The project also deploys fiber-optic broadband technology throughout the valley, potentially unlocking federal and state funding opportunities and helping to advance broadband availability to unserved and unserved homes and businesses. The project spans the Coachella Valley but does not extend into the City of Rancho Mirage, which previously secured funding for its own signal synchronization project.

CORE PROGRAM AREAS

The Work Plan for Fiscal Year 2025-26 is divided into the following core program areas:

Project management and contract administration

The Transportation Department leads the implementation of the Transportation Project Prioritization Study (TPPS), Regional Arterial Cost Estimate (RACE) and Active Transportation Program (ATP). It also provides updates to the Capital Improvement Program (CIP) and other transportation plans in partnership with member jurisdictions. This role involves staff time for project oversight (design, environmental, construction and close-out), preparation of reimbursement agreements for regional arterial, interchange, and bridge projects, and review and approval of project billings in accordance with the project scope of work. Staff also participate in project development team meetings and prepare associated staff reports. In recent years, the department has conducted cash flow analyses for regional projects and provided recommendations to maximize the state and federal level opportunities.

Regional coordination of programs

CVAG works closely with partners, including the Riverside County Transportation Commission to support the Riverside County Congestion Management Program, analyze traffic patterns through the traffic count program, and advance regional transportation projects. Additionally, CVAG supports the RCTC Technical Advisory Committee and efforts for county-wide SB 821 and Local Streets & Roads funding. CVAG has also helped advance the Coachella Valley Passenger Rail Service Development Plan.

Staff time is used to support the State Transportation Improvement Program (STIP) and Regional Transportation Improvement Program (RTIP), assist in the implementation of the TPPS and monitor and examine the impacts of state policies. TPPS activities support the regional project construction program, which includes staff time to develop an annual prioritized list of construction projects and required financial resources.

CVAG also provides support for the Southern California Association of Governments' programs, including input to the Federal and Regional Transportation Improvement Plans (FTIP and RTIP) and assisting with transportation modeling refinements.

CV Link

The 40-plus mile active transportation corridor is completing construction in 2025. Resources are dedicated to conducting project oversight of services needed for future phases (planning, environmental compliance, right-of-way, and phased construction of later segments). In 2025, CVAG will, in collaboration with Desert Hot Springs, Riverside County, and Torres Martinez Desert Cahuilla Indians initiate studies of future extension of CV Link to Desert Hot Springs and the Salton Sea.

CV Sync

Phase II of the valley-wide signal synchronization project is under construction, improving travel along an additional 21 corridors throughout the Coachella Valley. Phase III is in design and includes 22 miles along Varner Road. The project also includes a feasibility study to effectively make design improvements to Varner Road to serve as a bypass road to Interstate 10, should there be a directional or full freeway closure. Staff time is allocated for project oversight of consultant services (environmental compliance, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports.

Arts & Music Line

The Arts & Music Line is a 15-mile project primarily along Avenue 48 in the cities of La Quinta, Indio, and Coachella. It provides safe routes to local schools and features bold color schemes, innovative lighting, and artwork, creating not only a safe and inviting route but also a destination. The project includes two connections to CV Link and a connection to the polo grounds, home to the world-renowned Coachella and Stagecoach arts and music festivals. It also encompasses an education and awareness program begun in 2024 in advance of the project construction to prepare residents, students, seniors, and visitors for safe and effective use upon completion. Staff time is dedicated to project oversight of consultant services (environmental compliance, design, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports. Construction of the Arts & Music Line is planned to be awarded in Fiscal Year 2026-27.

ACCESS – Indian Canyon Project

The ACCESS–Indian Canyon project aims to protect at-risk transportation infrastructure, increase climate resiliency, enhance mobility, preserve the environment, and improve public health and safety for residents and visitors. It includes raising Indian Canyon Drive with a bridge over the low-water crossing across the Whitewater River along with an active transportation pathway on the west side of the road that will connect CV Link to the Palm Springs Train Station. Staff time is used for project oversight of consultant services (environmental compliance, right-of-way, and phased construction plans); review of project billings; participation in project development team meetings; and preparation of associated reports.

Broadband Strategic Plan

Begun in 2023, the Broadband Strategic Plan involves planning, design, and engineering work to promote and implement a regional strategy to increase access to broadband in unserved and underserved areas in the Coachella Valley. The plan is to leverage the fiber-optic backbone being installed as part of the CV Sync regional signal synchronization program. Planned to be completed in 2025, the plan is identifying needs, gaps, implementation options, challenges and

opportunities to increase broadband access and leverage middle-mile infrastructure being constructed by the state in the Coachella Valley. Ultimately, the plan aims to provide strategies and planning for last-mile projects to provide symmetrical 100 Mbps download and upload speeds with a focus on underserved and unserved areas in the Coachella Valley per grant requirements. Staff time includes project oversight of consultant services; review of project billings; participation in project development team meetings; and preparation of associated reports. The project consultant cost is being fully reimbursed through a grant from the California Public Utilities Commission. The project is planned to be completed in 2025.

Planning for future transportation needs

This area involves support for multiple programs focusing on key project areas, including staff time and project management for GIS Information Services, the countywide transportation demand model, the regional arterial traffic count program, and transportation legislation review and analysis. CVAG staff also provides regional land use information to CVAG jurisdictions, developers, SCAG and Caltrans. The countywide transportation model involves support for the RIVCOM transportation model for forecasting projected transportation system needs up to the year 2039. CVAG will begin in 2025 with an update to the 2016 Transportation Project Prioritization Study (TPPS). The TPPS update will include updates to companion documents to the TPPS, including the Active Transportation Plan (ATP), Regional Arterial Cost Estimate (RACE), the Traffic Census Report, and the Transportation Uniform Mitigation Fee (TUMF) Nexus Study. The project is planned to be completed in 2026.

Implementing the TUMF program

CVAG continues to dedicate staff time to support the TUMF program and the TUMF/GIS Interface program. TUMF program activities include updating the program, monitoring its implementation of the TUMF program in member jurisdictions, performing annual fiscal reviews of building permits and monthly TUMF collections, researching, analyzing, and preparing reports for TUMF appeals, entering TUMF collections in the TUMF database, meeting with developers to review potential TUMF assessments, and performing special TUMF analyses upon request. The TUMF/GIS Interface program requires support for continuing the development of integrating the TUMF collection process with electronic transmission of new development information for land use coverages and coordinating with RCTC on TUMF compliance.

Congestion management and air quality programs

The Transportation Department supports air quality programs, including the regional street sweeping program. CVAG also helps ensure that regional projects conform to the State Implementation Plan (SIP).

Fighting for the region's fair share of funding

With project costs escalating, major revenue sources for many of CVAG's traditional transportation projects are diminishing. CVAG staff have provided committees with cash flow projections indicating declines in Measure A sales tax revenue and TUMF revenues. State and federal resources are not keeping pace with the demand. CVAG has been actively monitoring the transportation infrastructure funds being discussed at the state and federal levels and has recently engaged lobbying firms to help secure the region's fair share of funding.

ANTICIPATED MILESTONES FOR FISCAL YEAR 2025-26

Complete construction of the CV Link in the cities of Palm Springs, Cathedral City, Palm Desert, La Quinta, Indio, and Coachella.

Initiate the study of future CV Link extensions to Desert Hot Springs and the Salton Sea.

Manage the construction of CV Sync Phase II and collaborate with member jurisdictions to fully implement the technologies installed in the project.

Oversee the design of CV Sync Phase III and finalize the feasibility study of Varner Road as a bypass to Interstate 10, coordinating with member agencies and Caltrans. Scope improvements recommended by CVAG's consultant at intersections along Varner Road for implementation consideration.

Complete the design and prepare for construction contracting of the Arts & Music Line project, coordinating with member agencies and stakeholders.

Complete the design and the environmental clearance process of the ACCESS – Indian Canyon project. Continue coordination with member agencies and Caltrans on environmental and design issues as they arise.

Complete the design and the environmental clearance process of the Varner Road Flooding and Blowsand project. Continue coordination with member agencies on environmental and design issues as they arise.

Initiate the process of updating the Transportation Project Prioritization Study (TPPS) to align with statewide trends and requirements, aiming for completion in 2026.

Partner with member jurisdictions to identify funding for, and advance, regional roadway, bridge, and interchange projects to improve travel and goods movement across the region.

AGENDA ITEM 7M

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Andrew Sall, Senior Management Analyst, Legislative Affairs David Knudsen, Deputy Executive Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	State and Federal Legislative Update

STAFF RECOMMENDATION:

This item is for the Commission to:

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

BACKGROUND INFORMATION:

State Update

Fiscal Year 2025-2026 Budget

Governor Newsom released his May Revise to the Fiscal Year 2025-26 budget on May 14. While the Governor projected a small surplus of \$326 million in his January budget proposal, the May Revise projects a shortfall of nearly \$12 billion. To address this projected shortfall, the Governor proposes \$5 billion in spending cuts within the healthcare sector as well as \$5.3 billion in borrowing and Medi-Cal rate increases.

The May Revise also seeks to reauthorize the Cap-and-Trade program through 2045 and rename the program Cap-and-Invest. Proceeds from the existing Cap-and-Trade program are allocated to programs and projects through the Greenhouse Gas Reduction Fund (GGRF). As part of this proposal starting in FY 2025-26, the budget calls for \$1 billion in annual GGRF investments in the California High-Speed Rail Project as well as a \$1.54 billion shift from the state's General Fund to the GGRF to support CAL FIRE's fire prevention, fire control, and resource management activities. However, the May Revise does not provide additional information regarding other programs or projects that will be funded by the GGRF under Cap-and-Invest. As a result, the status of existing ongoing GGRF funding for programs such as the Transit and Intercity Rail Capital Program (TIRCP), Zero-Emission Transit Capital Program (ZETCP), and Low Carbon Transit Operations Program (LCTOP) is unclear while the Legislature and Governor enter negotiations.

The Governor's ground-up approach to developing the Cap-and-Invest program results in the following impacts to existing funding and programs:

- Reducing formula-based TIRCP funding in FY 2025-26 from \$1 billion to \$812 million. This cut would eliminate \$11.6 million for transit agencies in Riverside County to fund the purchase of zero-emission buses and related infrastructure, including for the Riverside Transit Agency (RTA), Palo Verde Valley Transit Agency (PVVTA), and the cities of Banning, Beaumont, and Riverside.
- Eliminating future investments in the formula-based ZETCP program, which would include cutting approximately \$25 million RCTC is slated to receive across FY 2026-27 and FY 2027-28 to support Riverside County's transit operations, including at RTA, SunLine Transit Agency, and the city of Corona.
- Eliminating future formula LCTOP funding, including approximately \$6.3 million RCTC receives annually to provide operating and capital assistance to transit agencies. This program provides funding for projects such as discounted fares for youth, free fare days for all riders, and purchase of zero-emission buses and related infrastructure.
- Jeopardizing existing competitive TIRCP Cycle 5-7 awards, including RCTC's award of \$15.5 million for the Metrolink Double Track Project: Moreno Valley to Perris in Cycle 6 and \$40.5 million for the Mead Valley Metrolink Station/Mobility Hub in Cycle 7.

On May 27, RCTC submitted a letter to the Governor and legislative leaders outlining these potential cuts in funding and their impact on the ability of transit agencies to deliver enhanced service and comply with state climate action and zero-emission transit bus goals. RCTC will continue to engage the Legislature as they hold hearings on the May Revise. Staff will keep the Commission apprised of these discussions and the ongoing budget process ahead of the Legislature's June 15 deadline.

Assembly Bill 1145 (Gonzalez) Staff Recommendation – Support

Staff recommend RCTC support Assembly Bill 1145 by Assemblymember Jeff Gonzalez (Coachella). AB 1145 would require the California Department of Transportation (Caltrans) to conduct a study on highway safety on the state highway system, including on State Route 74. The study would seek to identify data over the past 10 years, including the number of accidents, emergency calls, injuries and fatalities, incidents involving truck tractors, and the identification of transportation corridors utilized to bypass commercial vehicle enforcement facilities and other hotspots, dangers, hazards, and poor road conditions identified.

The study, due by December 31, 2027 will better identify highway safety improvements, particularly along routes that experience a high number of vehicular accidents, including along SR-74 between the Coachella Valley and mountain communities. Recommended improvements will inform future funding and project decisions to benefit road users and residents of Riverside County.

Furthermore, AB 1145 will complement the recently-initiated study led by the Riverside County Transportation Department to study safety and commercial truck travel along SR-74.

Supporting this legislation is consistent with the Commission’s adopted 2025 State and Federal Legislative Platform, including:

Alignment of Responsibilities

- Support efforts by the state government to improve maintenance and operations of the state highway and interstate systems.

Projects and Programs

- Support programs and policies that advantage transportation projects in Riverside County.

Federal Update

Surface Transportation Reauthorization

As previously reported, Congress has begun to hold hearings to evaluate programs, policies, and funding for surface transportation reauthorization legislation following the expiration of the Infrastructure Investments and Jobs Act (IIJA) on September 30, 2026. RCTC staff developed priorities and legislative language with the goal of maximizing formula and competitive grant funding for the Commission and improving regulations that allow the timely and effective delivery of transportation projects. RCTC submitted legislative language to the House Transportation and Infrastructure Committee, Senators Alex Padilla and Adam Schiff, as well as members of Riverside County’s legislative delegation in the House.

Fiscal Year 2026 Appropriations and Budget Reconciliation

The FY 2026 appropriations process is underway as President Trump unveiled the Administration’s “skinny” budget on May 2. It is anticipated that the full FY 2026 budget will be delivered to Congress in the summer. While the “skinny” budget does not include many details regarding U.S. Department of Transportation funding, the proposal does call for a \$22.5 billion reduction in funding for programs under IIJA (representing a 34 percent reduction from FY 2025), without naming the impacted programs.

In July, the House Appropriations Committee is set consider the Transportation, Housing and Urban Development appropriations bill for FY 2026, which includes RCTC’s Community Project Funding/Congressionally Directed Spending requests. The Senate Appropriations Committee has not yet set a date to consider FY 2026 appropriations legislation.

The House has passed budget reconciliation legislation, which is pending in the Senate. This legislation includes an annual registration fee of \$250 for electrical vehicles and \$100 for hybrid vehicles. Funds collected from these fees will be deposited into the federal Highway Trust Fund.

Federal Nominations

On April 3, the Senate Banking, Housing, and Urban Affairs Committee, advanced the nomination of Marc Molinaro to serve as Administrator of the Federal Transit Administration. A final vote on Mr. Molinaro's nomination is pending on the Senate calendar.

On May 13, the Senate Commerce, Science and Transportation Committee advanced the nomination of David Fink to serve as Administrator of the Federal Railroad Administration. A final vote on Mr. Fink's nomination is pending on the Senate calendar.

On May 14, the Senate Environment and Public Works Committee, held a hearing on the nomination of Sean McMaster to serve as Administrator of the Federal Highway Administration. The committee will soon vote on Mr. McMaster's nomination.

FISCAL IMPACT:

This is a policy and information item. There is no fiscal impact.

Attachments:

- 1) Legislative Matrix – June 2025
- 2) RCTC Cap-and-Trade Transit Funding Letter

RIVERSIDE COUNTY TRANSPORTATION COMMISSION - POSITIONS ON STATE AND FEDERAL LEGISLATION – JUNE 2025

Legislation/ Author	Description	Bill Status	Position	Date of Board Adoption
AB 334 (Petrie- Norris)	Current state law limits the sharing of toll customer data necessary for interoperability with other states, limiting toll operators' ability to collect toll revenue from out-of-state drivers in an efficient manner. The existing process is cumbersome, requires significant staff time, and may lead to penalties on customers that may otherwise be avoided. AB 334 enables toll operators in California, such as RCTC, to participate in a future national interoperability program, enhancing service to customers and streamlining the transaction process.	Passed out of the Assembly on 5/19/25. In the Senate.	<i>Support</i>	4/9/2025



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 951.787.7141 • rctc.org

May 27, 2025

The Honorable Gavin Newsom
 State of California
 1021 O Street, Suite 9000
 Sacramento, CA 95814

The Honorable Mike McGuire
 Senate District 2
 1021 O Street, Suite 8518
 Sacramento, CA 95814

The Honorable Robert Rivas
 Assembly District 29
 1021 O Street, Suite 8330
 Sacramento, CA 95814

Subject: Protect Cap-and-Trade Transit Funding

Dear Governor Newsom, Senate President pro Tempore McGuire, and Speaker Rivas:

On behalf of the Riverside County Transportation Commission (RCTC), I write with great concern regarding the proposed cuts in the May Revision to the state's transit programs funded by the Greenhouse Gas Reduction Fund (GGRF) under the Cap-and-Trade program. California prides itself in being a national and global leader in delivering transportation solutions that seek to do the greatest good while meeting air quality and climate goals. At a time when the future of federal funding for similar programs is uncertain, now is an opportunity for the state to set itself apart as a leader in supporting a multimodal approach to transportation.

RCTC, in partnership with transit agencies across Riverside County, are responsible for delivering reliable multimodal transportation solutions to meet the needs of Riverside County's more than 2.5 million residents. However, our collective efforts to deliver quality transit service would be stymied by the elimination of transit programs funded by the GGRF as proposed in the May Revision, including the Transit and Intercity Rail Capital Program (TIRCP), Zero-Emission Transit Capital Program (ZETCP), and Low Carbon Transit Operations Program (LCTOP).

Specific impacts to Riverside County include:

- Eliminating \$11.6 million in formula-based TIRCP funding in Fiscal Year 2025-26 for transit operators to fund the purchase of zero-emission buses and related infrastructure. Riverside County's transit operators depend on this funding to comply with the state's Innovative Clean Transit (ICT) regulation requiring 100% of new bus purchases to be zero-emission by 2029.
- Eliminating approximately \$25 million in ZETCP funding across Fiscal Years 2026-2027 and 2027-28 to fund the purchase of zero-emission buses and related infrastructure for transit operators.
- Eliminating formula LCTOP funding, including approximately \$6.3 million RCTC receives annually to provide operating and capital assistance to transit agencies. This program provides funding for projects such as discounted fares for youth, free fare days for all riders, and purchase of zero-emission buses and related infrastructure.

- Jeopardizing existing competitive TIRCP awards, including RCTC's award of \$15.5 million for the Metrolink Double Track Project: Moreno Valley to Perris in Cycle 6 and \$40.5 million for the Mead Valley Metrolink Station/Mobility Hub in Cycle 7. These projects seek to expand Metrolink rail service in rapidly growing communities with limited access to transportation services outside the use of a passenger vehicle.

RCTC and transit operators in Riverside County cannot be expected to comply with the ICT mandate *and* deliver enhanced transit service if these program investments are cut. Riverside County cannot meet the state's climate action goals for transportation with local funding alone. Partnering together is the only way we can meet our shared goals.

As discussions continue to take shape to develop funding programs under GGRF as part of the new Cap-and-Invest program, RCTC urges you to maintain the prior and future commitments made to fund transit programs.

RCTC and transit operators across Riverside County remain strong partners. Should your staff have questions, please contact me at ahake@rctc.org or (951) 787-7141.

Sincerely,



Aaron Hake
Executive Director

CC: Members, Senate Budget and Fiscal Review Subcommittee No. 5 on Corrections, Public Safety, Judiciary, Labor and Transportation
Members, Assembly Budget Subcommittee No. 4 on Climate Crisis, Resources, Energy and Transportation
Members, Riverside County Legislative Delegation

AGENDA ITEM 7N

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Eric DeHate, Transit Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2025/26 Short Range Transit Plan Updates and Transit Funding Allocations

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Fiscal Years 2025/26 – FY 2027/28 Draft Short Range Transit Plans (SRTPs) for the cities of Banning, Beaumont, Corona, and Riverside; Palo Verde Valley Transit Agency (PVVTA), Riverside Transit Agency (RTA); SunLine Transit Agency (SunLine) and the FY 2025/26 – 2029/30 SRTP for the Commission’s Rail and Vanpool Programs;
- 2) Approve FY 2025/26 Transit Operator Funding Allocations of 2009 Measure A, Local Transportation Funds (LTF), State Transit Assistance (STA), State of Good Repair (SGR), and Senate Bill 125 funds for the cities of Banning (contingent on final audit), Beaumont, Corona, and Riverside; PVVTA; RTA; SunLine; and the Commission’s Rail and Vanpool Programs aggregating \$295,616,885 and \$25,776,380 of State Transportation Improvement Program (STIP) funds for the Commission’s Rail Program for a total aggregate of \$321,393,265;
- 3) Adopt Resolution No. 25-004, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds For the Fiscal Year 2025/26”*;
- 4) Approve the Federal Transit Administration (FTA) Sections 5307, 5311, 5337, and 5339 Program of Projects (POP) for Riverside County and other federal funds as detailed in the respective transit operators’ SRTP aggregating \$106,210,180; and
- 5) Direct staff to submit the federally funded and regionally significant projects to the Southern California Association of Governments (SCAG) for inclusion into the Federal Transportation Improvement Program (FTIP) as needed for the FTA POP.

BACKGROUND INFORMATION:

The SRTPs serve as the county’s primary justification for federal and state grants for transit operations and capital and provides a short-term vision of public transportation for the county including strategies that will help guide transportation decisions over the next three (3) to five (5) years. In Riverside County, there are seven (7) public bus transit operators (cities of Banning, Beaumont, Corona, and Riverside; RTA; SunLine; and PVVTA), and the Commission as a commuter rail and vanpool operator – a total of eight (8) transit operators. The seven (7) public bus transit operators typically submit a three-year SRTP, and the Commission completes a five-year SRTP.

Under state law, the Commission is tasked with the responsibility to identify, analyze, and recommend potential productivity improvements to ensure transportation funds are allocated to transit operators to provide needed transit services for county residents. An annual SRTP update is a mechanism to meet this obligation and coordinate transit services throughout the county. The core components of each agency's SRTP includes the operating and capital plans and project justifications that are utilized as the basis for receiving transit funding. The SRTPs also document each operator's system and route performance data, which provide the basis for the Commission's oversight activities to ensure compliance with the Transportation Development Act (TDA), federal regulations, state law, and Commission-adopted policies and guidelines.

DISCUSSION:

The following are service and capital program highlights from each operator's FY 2025/26 SRTP. For FY 2025/26, it is estimated that countywide ridership (excluding Metrolink data which is unavailable at this time) will reach just over 10.3 million, which is an increase of about 2.4 percent from planned ridership for FY 2024/25.

Banning – Banning Connect (Attachment 1)

Banning provides both Dial-A-Ride and two (2) fixed route services, primarily covering the areas of Banning and Cabazon, and provides connections to the Morongo Indian Reservation and Walmart in Beaumont. Banning estimates a total of \$3.1 million in operating and \$2 million in capital assistance needs, a combined decrease of about \$4.6 million from FY 2024/25 primarily due to decreases in capital needs, such as funding needed for power and facility upgrades for zero-emission technology.

Planned services and projects for FY 2025/26 include:

- Replacement of four (4) fixed route buses;
- Conducting an Operating and Capital Needs Analysis;
- Rehabilitation of the current compressed natural gas (CNG) station;
- Upgrading bus stops and adding new shelters to highly used stops;
- Updates to safety equipment;
- Continuation of its reduced and free fare program;
- Replacement of Dial-A-Ride vehicles with electric vehicles; and
- Power and facility upgrades for zero-emission technology.

Beaumont – Beaumont Transit (Attachment 2)

Beaumont provides both Dial-A-Ride and eight (8) fixed route services. It primarily operates in Beaumont with connections in Banning. Beaumont estimates a total of \$3.6 million in operating and \$0.3 million in capital assistance needs, a combined decrease of about \$10.0 million from FY 2024/25 primarily due to capital assistance needs to accommodate zero-emission technology. Planned services and projects for FY 2025/26 include:

- Continuation of its free-fare promotion for all passengers;
- Increasing advertising and passenger outreach;
- Increasing community involvement and visibility;
- Increasing trips in the travel training program;
- Updating its Comprehensive Operational Analysis with microtransit feasibility;
- Implementing route changes; and
- Beginning design of the Beaumont City and Transit Yard to accommodate zero-emission technology.

Corona – Corona Cruiser (Attachment 3)

Corona operates two (2) fixed routes and a Dial-A-Ride program for seniors and persons with disabilities within the city limits and neighboring communities of Coronita, El Cerrito, Home Gardens, and Norco. Corona estimates a total of \$3.9 million in operating and \$2.1 million in capital assistance needs, a combined decrease of about \$6.4 million from FY 2024/25 primarily due to an decrease in capital assistance needs, such as funding for the upgrading fueling infrastructure to accommodate zero-emission vehicles.

Planned services and projects in FY 2025/26 include:

- Plan for implementation of financially feasible recommendations from the comprehensive operational analysis;
- Improving fixed route service schedule adjustments for better connections, particularly for morning peak service;
- Continuation of the reduced and free fare program;
- Improving Dial-A-Ride services by reviewing the feasibility of establishing an Americans with Disabilities Act (ADA) subscription services policy;
- Working with the City's contract transportation operator to improve on-time performance, bus maintenance and cleanliness, and maintenance of bus stops; and
- Implementation of many needed capital projects such as the Intelligent Transportation System, Bus Stop Improvement Project, purchase of an ADA accessible van, implementation of a Digital Mobile Land Communication System, installation of a canopy/roof structure for the bus parking area, replacement of buses, and begin the upgrade for fueling infrastructure to accommodate zero-emission vehicles.

City of Riverside – Riverside Connect (Attachment 4)

Riverside Connect (RC) operates a 24-hour advance reservation Dial-A-Ride for seniors and persons with disabilities within the Riverside city limits. RC serves as the primary paratransit provider for those eligible within the city of Riverside. RC differs from RTA's Dial-A-Ride by providing service only within Riverside city limits and serves seniors 60 years and older, as compared to RTA's Dial-A-Ride which serves seniors 65 years and older. RC estimates a total of \$6.5 million in operating and \$2.5 million in capital assistance needs, a combined decrease of

about \$5.7 million from FY 2024/25 primarily due to infrastructure planning to accommodate zero-emission technology.

Planned services and projects for FY 2025/26 include:

- Complete a comprehensive operational analysis;
- Replacement of 10 vehicles;
- Upgrade security gates;
- Update emergency vehicle equipment; and
- Hire six (6) additional drivers.

PVVTA (Attachment 5)

PVVTA, recently rebranded as “RidePV,” provides six (6) fixed route/deviated fixed routes services, a micro transit ADA paratransit service, and a transportation reimbursement program for individuals who are unable to access fixed route services. The fixed route service can deviate up to three-quarters of a mile away from the actual fixed route. Service is provided within the city of Blythe and surrounding unincorporated areas in the Palo Verde Valley. PVVTA estimates a total of \$2.1 million in operating and \$0.8 million in capital assistance needs, a combined decrease of about \$15.8 million from FY 2024/25 primarily due to funding needed for its new maintenance facility and hydrogen fueling station.

Planned services and projects for FY 2025/26 include:

- Exploring options for RidePV Express to five (5) days a week;
- Updating bus stop amenities;
- Purchase two (2) expansion vehicles and replace a support vehicle;
- Update and upgrade vehicle and maintenance equipment and intelligent transportation systems; and
- Continue working on the new maintenance facility and hydrogen fueling station.

RTA (Attachment 6)

RTA operates 32 local, intercity, and regional fixed routes; three (3) CommuterLink express routes; one (1) Micortransit Service; and Dial-A-Ride services. RTA estimates a total of \$115.5 million in operating and \$45.3 million in capital assistance needs, a combined increase of about \$11.4 million from FY 2024/25. This is attributable to the realignment and reinstatement of routes, significant fleet replacement, and zero-emission infrastructure needs.

Planned services and projects for FY 2025/26 include:

- Implementing service changes in September 2025;
 - Route 1: Increased service to the Vine Street Mobility Hub to connect to Metrolink trains. Add additional weekday and weekend trips in both directions to increase span of service;

- Route 8: On the weekdays, add one morning counterclockwise trip to increase span of service;
- Route 15: Improve weekday frequency from every 40 minutes to every 30 minutes. Add one evening westbound trip to increase span of service on the weekdays;
- Route 23: Realign the route to serve the Kaiser Permanente Wildomar Trail Medical Offices;
- Route 27: Realign the route to service the Ben Clark Training Center;
- Route 28: Add weekday service during peak times in the GoMicro Zone;
- Route 41: On the weekdays, add one eastbound trip in the morning due to high demand;
- Route 61: Discontinue service to the Quail Valley Fire Station; and
- Implement the Ohmio Pilot Project around the University of California, Riverside.
- Planned January 2026 service changes:
 - Route 10: Realign the route to service the Vine Street Mobility Hub. Improve weekday & weekend frequency from every 80 minutes to every 60 minutes. On weekdays, add a morning trip in each direction to increase span of service;
 - Route 13: On weekdays, add a morning trip in each direction to increase span of service;
 - Route 19: On weekdays, add a morning northbound trip to increase span of service; and
 - Implement the Ohmio Pilot Project in downtown Riverside.
- Planned May 2026 service changes:
 - Relocate the Ohmio Pilot Project to another location in the city of Riverside.
- Implementing various capital projects including funding for new zero-emission vehicles, replacement CNG vehicles, facilities and equipment improvements, and capital maintenance programs.

SunLine (Attachment 7)

SunLine operates 10 local and regional fixed routes, one (1) Commuter Link express route, demand response service branded as “SunDial,” and microtransit service known as “SunRide.” SunLine estimates a total of \$50.5 million in operating and \$36.5million in capital assistance needs, for a combined increase about \$15.7 million from FY 2024/25. This is primarily due to an increase in capital programming from federal and state competitive programs.

Planned services and projects for FY 2025/26 include:

- Conduct a comprehensive Operational Analysis.
- Launch open loop fare payment system as a way to reduce payment barriers for riders.
- Implement a fixed route service north of the Interstate 10 freeway;
- Implement a new CAD/AVL system
- Implementation of many needed capital projects such as; vehicle replacements including hydrogen buses, paratransit vehicles, A&E work for the Workforce Training Center, A&E

- work for a new Maintenance Facility, A&E work for a microgrid on the Thousand Palms campus, A&E work for a Facilities building.
- Continue to implement the Innovative Clean Transit plan.

RCTC Rail and Vanpool Programs (Attachment 8)

Western County Commuter Rail

The Commission is a member agency of the Southern California Regional Rail Authority (SCRRA) that operates the Metrolink Commuter Rail system. Of the 57 stations on the Metrolink system, the Commission owns and maintains nine (9) stations that are located in Western Riverside County. The Western County Commuter Rail program reflects the Commission's share of Metrolink operating and capital subsidies, station operations and maintenance, right of way maintenance, and program administration and support. Total operating costs are estimated at \$57.1 million and capital of \$134 million, a combined increase of about \$94.2 million, primarily due to additional Metrolink capital needs, programming of competitive funds awarded for the Perris Valley Line Double Track Project, and funding for the new Mead Valley Station Project.

Planned services and projects for FY 2025/26 include:

- SCRRA's continued focus is on improving operational efficiency and regaining riders and will be implementing a major schedule optimization effort that will offer more midday trips and timed connectivity at major transfer locations;
- Completion of station rehabilitation projects such as elevator replacements, pavement rehabilitation, station painting, bike and pedestrian improvements, improved station amenities, drought tolerant landscaping, and upgraded lighting, electrical, solar and security systems;
- Begin construction for the Perris-South Station Improvement Project;
- Continuing design for the Perris Valley Line Double Track Project from Moreno Valley to Downtown Perris; and
- Begin design for the Mead Valley Station Project.

Coachella Valley Rail Corridor

The proposed 144-mile long rail corridor service in Coachella Valley will run from Los Angeles to Indio through the four (4) Southern California counties of Los Angeles, Orange, Riverside, and San Bernardino to provide a convenient scheduled link to the communities in the fast-growing Coachella Valley and San Geronio Pass areas. Financial support for project development will come primarily from federal and state grant funds received and maintained in the Coachella Valley Rail Fund.

Major planning highlights for FY 2025/26 include the Tier 2 Project-level Environmental Documentation and Engineering. The total capital funds programmed for FY 2025/26 is \$31.3 million for the initiation of this planning effort.

VanClub

The Commission's vanpool program known as VanClub is available countywide. VanClub is a valuable transportation alternative option in areas that are hard to serve by transit and supports long-distance commuters by offering a subsidy which reduces the cost of the vanpool lease. The total operating request for FY 2025/26 is \$1.6 million, a decrease of approximately 4.6 percent from FY 2024/25 due to unrealized vanpool growth.

Planned service enhancements for FY 2025/26 will include:

- Furthering outreach efforts with the transition from a locally provisioned Inland Empire-based rideshare and vanpool system to a regional platform solution which expands the commuter database and improves ride matching potential.
- Maximizing employer partnerships through the provision of in person/worksites rideshare support and value-added services, along with turn-key marketing campaigns from IE Commuter, to assist employers with developing and continuing employer-based rideshare programs; and
- Expanding the pool of eligible vanpool vendors to include providers offering electric vehicle (EV) vanpool options.

SRTP Financial Overview

Approximately \$498.8 million in total funding is required to support the FY 2025/26 operating and capital requests for the provision of transit services in Riverside County. To implement the SRTPs for FY 2025/26, the programming plan is to utilize available funding of approximately \$244 million for operating and \$254.8 million for capital purposes. Table 1 below provides a comparative overview of the total operating and capital costs from the prior year. Systemwide, this represents a 15.8 percent increase compared to FY 2024/25 funding levels. The capital costs increased by 29.2 percent due to Western County's Rail Improvements, funding for the Coachella Valley Rail project and projects that accommodate zero-emission technology infrastructure and vehicles.

Table 1: FY 2024/25 and FY 2025/26 Operating and Capital Costs

Fiscal Year	Operating	Capital	Total
FY 2024/25*	\$ 233,409,490	\$ 197,249,241	\$ 430,658,731
FY 2025/26	\$ 244,073,720	\$ 254,773,532	\$ 498,847,252
% Change	4.6%	29.2%	15.8%

*FY 2024/25 budget was amended due to various programs needs

Table 2 below provides an overview of the operating and capital costs by funding source required to support the County's transit operations. State funds, primarily LTF, STA and STIP funds, make up the largest share of operating and capital funds. For federal FTA funds (FTA Sections 5307) provide the majority of capital funding. State funds will account for about \$320.4 million (64.2 percent) of revenues, followed by federal funds totaling approximately \$106.2 million (21.3 percent), and local revenues representing about \$72.3 million (14.5 percent).

Table 2: FY 2025/26 Funding Source Breakdown

Fund Type	Fund Name	Amount	Percent of Total Funding
Federal	FTA 5307	64,576,463	12.9%
	FTA 5310	325,000	0.1%
	FTA 5311	1,763,341	0.4%
	FTA 5337	11,082,406	2.2%
	FTA 5339	8,489,116	1.7%
	CMAQ	5,393,654	1.1%
	Other Federal Funds	14,580,200	2.9%
	Federal Subtotal	106,210,180	21.3%
State	LCTOP	6,046,260	1.2%
	LTF	150,852,178	30.2%
	SGR	5,007,750	1.0%
	STA	69,215,847	13.9%
	SB 125 Funds	17,814,487	3.6%
	TIRCP	41,112,200	8.2%
	STIP	25,776,380	5.2%
	Other State Funds	4,551,650	0.9%
	State Subtotal	320,376,752	64.2%
Local	AB 2766	2,000	0.0%
	Interest	1,796,699	0.4%
	Measure A	52,726,623	10.6%
	Other Local Funds	6,803,627	1.4%
	Passenger Fares	10,931,371	2.2%
	Local Subtotal	72,260,320	14.5%
Total for Federal, State and Local		\$ 498,847,252	100%

Funding allocations by operator for FY 2025/26 are based on *Table 4.0: Summary of Funds Requested* in each SRTP. This table is used as the primary basis for allocating operating and capital revenues under the Commission's authority. Future funding needs described in the SRTP beyond FY 2025/26 are solely for projection and planning purposes.

Staff has reviewed the transit operators' funding requests for farebox ratio compliance and other eligibility requirements and recommends the approval of the FY 2025/26 SRTP updates (Attachments 1 – 8) and funding allocations for Measure A, LTF, STA, SGR, STIP and SB 125 totaling \$321,393,265 as shown in Attachment 9. The approval by the Commission for the city of Banning is contingent on the completion of their FY 2023/24 annual audit. As of the writing of this report, the city of Banning has not completed the required annual audit. Staff has been in communication with city staff and they are working towards completing this before the end of the fiscal year and understand that TDA does not allow a future allocation of funds until it is completed.

In accordance with TDA, allocations to claimants (transit operators) shall be made and take effect by resolution adopted by the regional transportation planning agency. As such, Resolution No. 25-004, *“Resolution of the Riverside County Transportation Commission to Allocate Local Transportation Funds and State Transit Assistance Funds for the Fiscal Year 2025/26”* is required for adoption (Attachment 10).

The Commission also approves the allocation of FTA formula funds Sections 5307, 5311, 5337, and 5339 for each urbanized area in coordination with SCAG for submittal into the FTIP and publication of the FTA POP. Subsequently, SCAG will follow its public participation process to satisfy FTA POP requirements. Staff has reviewed the funding requests for FTA Sections 5307, 5311, 5337, 5339 funds as presented in the SRTPs for the cities of Corona and Riverside, RTA, SunLine, PVVTA, RCTC, and SCRRA (Attachments 3-8) for the total amounts shown in Attachment 9 and recommends approval and allocation of the FTA funds for the projects.

FISCAL IMPACT:

There is no fiscal impact at this time. The funding in the proposed FY 2025/26 SRTPs for LTF, STA, SGR, Measure A, SB 125 and Low Carbon Transit Operations Program for rail are included in the Commission’s proposed FY 2025/26 budget. The presented FY 2025/26 SRTPs do not include prior year allocations for capital projects that require Commission reimbursement; however, expenditures for those allocations are also included in the Commission’s proposed FY 2025/26 budget. Various other federal, state, and local funds such as FTA, CMAQ, AB 2766, and passenger revenues that are received directly by the transit operators are also not included in the Commission’s budget. Should any funding revenue projections change, or transit operators require additional funds, staff will return to the Commission with amendments as necessary.

Attachments (Click on the [Link](#)):

- 1) City of Banning, FY 2025/26 – FY 2027/28 SRTP
- 2) City of Beaumont, FY 2025/26 – FY 2027/28 SRTP
- 3) City of Corona, FY 2025/26 – FY 2027/28 SRTP
- 4) City of Riverside, FY 2025/26 – FY 2027/28 SRTP
- 5) PVVTA, FY 2025/26 – FY 2027/28 SRTP
- 6) RTA, FY 2025/26 – FY 2027/28 SRTP
- 7) SunLine, FY 2025/26 – FY 2027/28 SRTP
- 8) RCTC, FY 2025/26 – FY 2029/30 SRTP
- 9) FY 2025/26 Transit Operator Funding Allocations
- 10) LTF and STA Resolution No. 25-004

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Joie Edles Yanez, Capital Projects Manager Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreements for Construction Management, Materials Testing, Construction Surveying and Environmental Monitoring Services and Center for Natural Lands Management for the Mid County Parkway/Ramona Expressway Construction Contract 3 Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Award Agreement No. 25-31-045-00 to Facon Engineering Services Inc. (Falcon) for construction management, materials testing, construction surveying and environmental monitoring services for Mid County Parkway/Ramona Expressway Construction Contract 3 (Project) in the amount of \$29,271,280, plus a contingency amount of \$2,927,130, and a total amount not to exceed \$32,198,410;
- 2) Approve Agreement No. 25-31-102-00 with the Center for Natural Lands Management (CNLM) and the use of Measure A funds for an endowment towards the conservation easement of the Sweeney and San Timoteo Canyon mitigation sites in the amount of \$1,876,540, plus a contingency amount of \$187,660, and a total amount not to exceed \$2,064,200;
- 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 to make changes between fund types within the total amount approved by the Commission to facilitate the most efficient use of funds.

BACKGROUND INFORMATION:

Ultimate Mid County Parkway Project

The Mid County Parkway (MCP) is a proposed 16-mile east-west highway that will stretch from State Route 79 in the Hemet Valley to Interstate 215 at Placentia Avenue in the city of Perris. In 1998, as part of the Community and Environmental Transportation Acceptability Process (CETAP) the Commission identified new major transportation facilities to serve the current and future

transportation needs of Western Riverside County while preserving critical habitat. This process represented a balanced approach to the provision of important transportation improvements, while limiting the impacts on communities and the environment. The CETAP corridors are an integral part of the County's general plan and the Multiple Species Habitat Conservation Plan (MSHCP). As part of the CETAP, the Commission approved moving forward with project level environmental studies for the MCP project on December 13, 2003.

At its April 2015 meeting, the Commission as the lead agency under the California Environmental Quality Act (CEQA) certified the final environmental impact report, adopted findings pursuant to CEQA, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project. As the lead agency under the National Environmental Policy Act (NEPA), the Federal Highway Administration (FHWA) approved the final environmental impact statement on April 15, 2015, and issued a record of decision for the MCP project in August 2015.

As the Commission developed its Strategic Assessment, which was approved in January 2016, it was recognized that in order to deliver major new corridor projects such as the MCP and 79 Realignment, separate smaller construction packages would have to be developed that are fundable and buildable, and at the same time provide immediate public benefit. Staff was directed to study phasing and prioritization alternatives to determine if/how projects could be scaled or deferred, to reflect funding constraints and state and federal policy challenges.

The I-215/Placentia Avenue Interchange project was the first construction package along MCP, which was completed on December 22, 2023.

Following the completion of the I-215/Placentia Avenue Interchange project, RCTC intended on beginning design and right of way (ROW) efforts for the subsequent project, MCP2, in the city of Perris and unincorporated county of Riverside. This project included constructing approximately three miles of the 16-mile MCP from Wilson Avenue to Ramona Expressway.

Mid County Parkway/Ramona Expressway Construction Contract 3 Project (MCP3) Development

At the February 28, 2022, Western Riverside County Programs and Projects Committee meeting, staff planned to present an item to award an agreement for preparation of plans, specifications and estimate (PS&E) for the MCP2 from Redlands Avenue to Ramona Expressway. The city of Perris (City) objected to the project, so the Committee directed staff to meet with the City to try to address its objections.

After holding several meetings with the City to attempt to resolve its concerns, the Commission on May 11, 2022, adopted a decision to defer work on MCP2. Instead, staff was directed to work with the County of Riverside Transportation Land Management Agency (CRTLMA) to develop a scope for an alternative construction package within the County jurisdiction, along Ramona Expressway, to address ongoing safety issues and continue progress on the overall MCP project.

Commission and CRTLMA staff met to develop the scope for a project that would address the goals noted above and they successfully identified a roughly 8.6-mile segment of Ramona Expressway from approximately one mile east of Rider Street to Warren Road. This segment experiences the highest occurrence of accidents and fatalities along the Ramona Expressway and would advance a significant section of the MCP.

The existing Ramona Expressway within this segment consists of one lane in each direction with passing lanes in a few locations. The proposed improvements will add two new eastbound lanes to the existing two lanes, restriping to convert the existing Ramona Expressway into two westbound lanes, a raised median with delineators to separate the eastbound and westbound travel lanes, a new bridge over the San Jacinto River, and traffic signals at several intersections. This segment is included in the original MCP and the proposed improvements are consistent with the ultimate MCP. See Attachment 1 Exhibit Map.

On September 14, 2022, the Commission awarded Agreement No. 23-31-007-00 to Jacobs Engineering Group to prepare PS&E for the Project. The final design is now complete and approved by the County of Riverside and city of San Jacinto. In 2023 RCTC was awarded a \$44,500,000 grant from the Solutions for Congested Corridors Program (SCCP), the state's SB 1 grant program. RCTC is requesting California Transportation Commission (CTC) authorization for \$119,350,000 in Surface Transportation Block Grant (STBG) funding for MCP3 and allocation of \$44,500,000 in SCCP funding, and \$18,775,000 in SB 1 Local Partnership Program – Formula (LPP-F) funding to be allocated at the June 26, 2025, CTC meeting. It is expected to go out to bid in summer 2025, with construction anticipated to begin in early 2026.

The items being presented to the Commission will advance the MCP Project by awarding a contract for CM, materials testing, surveying, and environmental monitoring services for the MCP3 Project, and to authorize the establishment of a conservation endowment and related agreements required to fulfill long-term habitat mitigation commitments for the Sweeney and San Timoteo parcels in compliance with environmental permit conditions.

DISCUSSION:

Construction Management Services Procurement

To assist the Commission in the management of the construction phase of the project, the services of a construction management (CM) firm are utilized to ensure proper oversight is maintained over the construction contractor's work, the provisions of the construction contract are administered and enforced, and all local, state and federal requirements are followed. Key services performed by the CM firm include contract administration, quality assurance inspection and testing, surveying support, labor compliance, stakeholder coordination and outreach, safety oversight, cost and schedule control, environmental compliance monitoring and document control. Not having a CM firm increases liability to RCTC and could lead to cost overruns, schedule delays, quality control issues, lack of coordination, poor stakeholder communication, and regulatory and compliance risks.

Pursuant to Government Code 4525 et seq, selection of architectural, engineering, and related services shall be on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification method of selection for the procurement of CM, materials testing, construction surveying and environmental monitoring services for the Project. Evaluation criteria included elements such as corporate qualifications of the offeror and team, qualifications of key team personnel, CM organization and staffing, project understanding and approach, materials inspection and testing, construction surveying, and the ability to respond to the requirements set forth under the terms of the request for qualifications (RFQ).

RFQ No. 25-31-045-00 for Construction Management, Materials Testing, Construction Surveying and Environmental Monitoring Services for Mid County Parkway/Ramona Expressway Construction Contract 3 Project was released by staff on February 12, 2025. The RFQ was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Through PlanetBids, 87 firms downloaded the RFQ and 22 of these firms are located in Riverside County. A pre-submittal conference was held on February 26, 2025, and attended by 18 firms. Staff responded to all questions submitted by potential proposers prior to the March 12, 2025, clarification deadline.

Four (4) firms, 3D Built (Los Angeles, CA), Accenture Infrastructure and Capital Projects, LLC (Irvine, CA), FALCON Engineering Services, Inc. (Temecula, CA), and TRC Engineers (Ontario, CA), submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on March 26, 2025. Utilizing the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission and Riverside County Transportation Department 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 two (2) firms Falcon Engineering Services, Inc. (Falcon) and Accenture Infrastructure and Capital Projects, LLC (Accenture) to the interview phase of the evaluation and selection process. Interviews were conducted on April 30, 2025.

As a result of the evaluation process, the evaluation committee recommends a contract award to Falcon for CM, materials testing, construction surveying, and environmental monitoring services for the Project, as this firm earned the highest total evaluation score. Falcon's expertise working on local and large-scale projects including long span bridge and wildlife bridge elements such RCTC's State Route 71 / SR-91 Interchange Project in Corona, Riverside County's Hamner Avenue Bridge Project in Riverside and RCTC's SR-60 Truck Lanes Project in unincorporated Riverside County align with the scope of MCP3, making Falcon highly qualified this project.

Subsequently, staff negotiated the price received from Falcon for the Project services and established a fair and reasonable price. As part of the federal procurement process for architectural and engineering services, the contract is subject to a pre-award audit by Caltrans Audits and Investigations Unit and the Commission's internal auditor. The proposed cost is

\$29,271,280 and may change slightly as a result of the pre-award audit . Staff recommends award of Agreement No. 25-31-045-00 for CM, materials testing, construction surveying, and environmental monitoring services for the Project in the amount of \$29,271,280, plus a contingency amount of \$2,927,130, and a total amount not to exceed \$32,198,410. 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.

Habitat Monitoring and Mitigation Plan Endowment Contract Award to the Center for Natural Lands Management

As part of the ultimate MCP project, in December 2015, the Commission purchased approximately 156 acres of land (referred to as the Sweeney parcel), which satisfied a majority of the MSHCP habitat requirement for the Project. Additionally, in July 2020, the Commission purchased an additional approximately 33 acres of land (referred to as the San Timoteo parcel) which satisfied the remaining environmental mitigation requirements for the Project. As a requirement of the California Department of Fish and Wildlife (CDFW) 1602 permit for the Project, the Commission was tasked with Habitat Monitoring and Mitigation Plan (HMMP) for both the Sweeney and San Timoteo sites for five years. HMMP refers to the process of protecting, restoring, and compensating for the environmental impacts of a construction project on natural habitats.

HMMP is a critical component of environmental stewardship in infrastructure development. Monitoring involves tracking the condition of habitats and sensitive species during and after construction to ensure regulatory compliance, assess the effectiveness of mitigation measures, and identify any unintended impacts early. Activities may include species surveys, vegetation assessments, water quality sampling, and reporting results to resource agencies. Mitigation includes actions taken to avoid, minimize, or compensate for habitat loss, following a standard hierarchy: avoidance, minimization, and compensation. Common strategies include restoring native vegetation, removing invasive vegetation, preserving land, or funding off-site habitat enhancements via mitigation bank credits. Compliance with HMMP requirements is a legal obligation and is typically a condition of environmental permits issued for the project.

Both the Sweeney and San Timoteo parcels have been monitored and maintained by the Commission for the required five-year period that began in 2021. The Commission has recently received clearance from the environmental regulatory agencies and will be transferring the parcels to the Western Riverside County Regional Conservation Authority (RCA) through the mutually agreed upon donation agreements. By transferring the fee interest of the parcels to the RCA, it allows for the agency to count the acreage towards its additional reserve lands, and further its mission under the MSHCP. Prior to the transfer to RCA, the Project requires an endowment and conservation easement agreement with the CNLM in the amount of \$1,876,540 to satisfy the conditions set forth in the CDFW 1602 Permit. The endowment will provide a one-time contribution for maintenance of an approximately 22-acre portion of the properties in

perpetuity. CNLM will be fulfilling three roles for each property: 1) the endowment holder, 2) the property manager and 3) the conservation easement holder.

Previously, on September 14, 2022, the Commission approved two Cooperative Agreements No. 23-31-005-00 and 23-31-006-00 between the Commission and Rivers and Lands Conservancy, authorizing the use of \$1,004,672 in Measure A funds for two endowments supporting the conservation easements at the Sweeney and San Timoteo mitigation sites. As the Commission's five-year HMMP requirements conclude this year, updated endowment cost estimates were solicited from all qualified land management agencies. Based on the new estimates, the lowest updated cost was provided by CNLM. As a result, the endowment with the updated costs will now be awarded to CNLM instead of Rivers and Lands Conservancy and will be converted into one endowment in lieu of the two previously approved endowments. The cause of the rising costs for services is due to several factors which include inflation and rising labor costs, increased regulatory complexity, escalating insurance and legal costs. Staff was previously awarded \$1,004,672 for these services. Staff is requesting approval to award CNLM \$1,876,540, plus a 10 percent contingency in the amount of \$187,660, and a total not to exceed amount of \$2,064,200.

FISCAL IMPACT:


The following table summarizes the expenditures associated with this item and related funding sources.

Funding Source Breakdown

Item	Dollar Amount	Fund Source
1 MCP 3 CM	\$32,198,410	TUMF - CETAP
2 HMMP	\$2,064,200	Measure A
Total	\$34,262,610	

Expenditure Schedule

Item	FY 2025/26	FY 2026/27+	Project Accounting No.
1 MCP 3 CM	\$2,000,000	\$30,198,410	002328
2 HMMP	\$2,064,200	\$0	002320
Total	\$4,064,200	\$30,198,410	

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$4,064,200 \$30,198,410
Source of Funds:	Measure A, TUMF-CETAP, Federal & State reimbursement(s)			Budget Adjustment:	No
Project /GL Accounting No.:	002328 81302 00000 0000 / 261 31 81301 MCP 3 CM 002320 81401 00000 0000 / 261 31 81401 HMMP				
Fiscal Procedures Approved:				Date:	05/20/2025

Attachments:

- 1) Draft Agreement No. 25-31-045-00 with Falcon
- 2) Draft Agreement No. 25-31-102-00 with CNLM

Agreement No. 25-31-045-00

**PROFESSIONAL SERVICES AGREEMENT
WITH FHWA AND STATE FUNDING/ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
FALCON ENGINEERING SERVICES
FOR
CONSTRUCTION MANAGEMENT (CM), MATERIALS TESTING,
CONSTRUCTION SURVEYING AND ENVIRONMENTAL MONITORING
SERVICES FOR MID-COUNTY PARKWAY/RAMONA EXPRESSWAY
CONSTRUCTION CONTRACT 3 PROJECT (MCP3)**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **FALCON ENGINEERING SERVICES** ("Consultant"), a **CORPORATION**. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. A source of funding for payment for professional services provided under this Agreement is Federal Highway Administration ("FHWA") funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: Surface Transportation Block Grant (STBG).

E. In addition, funding for this Agreement may be provided using other State funding sources. Prior to or concurrent with execution of this Agreement, Consultant shall submit the executed Executive Order N-6-22 Certification attached to this Agreement as Exhibit "G" and incorporated herein by reference.

F. 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 **Construction Management (CM), Materials Testing, Construction Surveying and Environmental Monitoring Services for Mid-County Parkway/Ramona Expressway Construction Contract 3 Project (MCP3)** services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

G. The Commission desires to engage Consultant to render such services for the **Construction Management (CM), Materials Testing, Construction Surveying and Environmental Monitoring Services for Mid-County Parkway/Ramona Expressway Construction Contract 3 Project (MCP3)** ("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 **Construction Management (CM), Materials Testing, Construction Surveying and Environmental Monitoring Services for Mid-County Parkway/Ramona Expressway Construction Contract 3 Project (MCP3)** 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. Commission has authorized Consultant to commence performance of the Services by a "Notice to Proceed". Consultant agrees that Services already performed pursuant to the "Notice to Proceed" shall be governed by all the provisions of this Agreement, including all indemnification and insurance provisions.

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

3. Pre-Award Audit. As a result of the federal funding for this Project, and to the extent Caltrans procedures apply in connection therewith, issuance of a "Notice to Proceed" may be contingent upon completion and approval of a pre-award audit. Any questions raised during the pre-award audit shall be resolved before the Commission will consider approval of this Agreement. The federal aid provided under this Agreement is contingent on meeting all Federal requirements and could be withdrawn, thereby entitling the Commission to terminate this Agreement, if the procedures are not completed. The

Consultant's files shall be maintained in a manner to facilitate Federal and State process reviews. In addition, the applicable federal agency, or Caltrans acting in behalf of a federal agency, may require that prior to performance of any work for which Federal reimbursement is requested and provided, that said federal agency or Caltrans must give to Commission an "Authorization to Proceed".

4. Caltrans Audit Procedures.

4.1 Consultant and certain subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an Independent Cost Review (ICR) Audit, or a CPA ICR audit work paper review. If selected for audit or review, this Agreement, Consultant's cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Consultant's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. This Agreement, Consultant's cost proposal, and ICR shall be adjusted by Consultant and approved by the Commission's contract manager to conform to the audit or review recommendations. Consultant agrees that individual terms of costs identified in the audit report shall be incorporated into this Agreement by this reference if directed by Commission at its sole discretion. Refusal by Consultant to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of the Agreement terms and cause for termination of this Agreement and disallowance of prior reimbursed costs. Additional audit provisions applicable to this Agreement are set forth in Sections 24 and 25 of this Agreement.

4.2 During Caltrans' review of the ICR audit work papers created by the Consultant's independent CPA (which may include review by the Independent Office of Audits and Investigations), Caltrans will work with the CPA and/or Consultant toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, Commission will reimburse the Consultant at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines} is received and approved by Caltrans.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) – the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

4.3 If Caltrans is unable to issue a cognizant letter per Section 4.2 above, Caltrans may require Consultant to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the Caltrans' management letter. Caltrans will then have up to six (6) months to review the Consultant's and/or the independent CPA's revisions.

4.4 If the Consultant fails to comply with the provisions of this Section 4, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Section 4.2 above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4.5 Consultant may submit to Commission final invoice only when all of the following items have occurred: (1) Caltrans accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of Commission; and, (3) Caltrans has issued its final ICR review letter. The Consultant must submit its final invoice to Commission no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement, and all other agreements executed between the Commission and the Consultant, either as a prime or subconsultant, with the same fiscal period ICR.

5. Term.

5.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. **This Agreement shall end on June 30, 2029**, unless extended by contract amendment.

5.2 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.

5.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

6. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

7. Consultant's Representative. Consultant hereby designates **Wael Faqih, Sr. Vice President** to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

8. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: **Kurt Pegg-Project Manager, Tariq Malik-Structure Representative, Mohammad Khalaileh- Assistant Resident Engineer/Project Controls/Lead Inspector, Tim Kirkley- Contract Change Order Manager and Mohmoud Mwas-Office Engineer.**

9. Standard of Care; Licenses; Evaluation.

9.1 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.

9.2 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.

10. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. 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.

11. Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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.

11.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly

informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

11.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

11.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

12. Delay in Performance.

12.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

12.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 12.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

12.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

13. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final

detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

14. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

15. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator, Caltrans and FHWA to inspect or review Consultant's work in progress at any reasonable time.

16. Claims Filed by Contractor.

16.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

16.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

16.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

16.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 29. In the case of any conflict between this Section and Section 29, Section 29 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its

personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 29 of this Agreement.

17. Final Acceptance. Upon determination by the Commission that Consultant has satisfactorily completed the Services required under this Agreement and within the term herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement. In the event copyrights are permitted under this Agreement, then in connection with Federal funding, it is hereby acknowledged and agreed that the United States Department of Transportation shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

18. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

19. Fees and Payment.

19.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional

reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 19.8 shall not be exceeded, unless authorized by a written amendment.

(a) Annual Escalation. **Price escalation** in the not to exceed amount of **4%** may be applied to the hourly rates set forth in Exhibit "C" twelve (12) months after the effective date of this Agreement and annually thereafter. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

19.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

19.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of **One million, seven hundred seventeen thousand, five hundred sixty-two. (\$1,717,562)**. The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

19.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

19.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

19.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

19.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 21 Termination.

19.8 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

19.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

19.10 The total amount payable by Commission including the fixed fee shall not exceed **Twenty-nine million, two hundred seventy-one thousand, two hundred seventy-six dollars (\$29,271,276).**

19.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

19.12 Consultant shall not be reimbursed for any expenses unless authorized in writing by the Commission's Contract Administrator.

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

20. Disputes.

20.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

20.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

20.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

21. Termination; Suspension.

21.1 Commission reserves the right to terminate this Agreement for any or no reason upon thirty (30) calendar days written notice to Consultant with the reasons for termination stated in the notice.

21.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the 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.

21.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 Consultant may not terminate this Agreement except for cause.

21.9 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.

22. Cost Principles and Administrative Requirements.

22.1 Consultant agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.

22.2 Consultant also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

22.3 Any costs for which payment has been made to Consultant that are determined by subsequent audit to be unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by Consultant to Commission.

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

23. Retention of Records/Audit. For the purpose of determining compliance with 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, Commission, FHWA, or any duly authorized representative of the Federal Government shall have access to any

books, records, and documents of Consultant and its certified public accountants (CPA) work papers that are pertinent to this Agreement and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

23.1 Accounting System. Consultant and its subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate expenditures by line item for the Services. The accounting system of Consultant and its subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

24. Audit Review Procedures.

24.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

24.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

24.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

25. Subcontracting.

25.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

25.2 Consultant shall perform the Services 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.

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

25.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

25.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

25.6 Exhibit "C" 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 "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

26. Equipment Purchase

26.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

26.2 For purchase of any item, service or consulting work not covered in 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.

26.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission. 2 CFR, Part 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

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

27. Labor Code Requirements.

27.1 Prevailing Wages.

(a) Consultant and its Subconsultants shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, et. seq. and all Federal, State, and local laws and ordinances applicable to the Services.

(b) 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>.

(c) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. 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.

27.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the

California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

27.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade 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 and its Subconsultants.

28. Ownership of Materials/Confidentiality.

28.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data").

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission's sole risk.

28.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

28.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such

materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

28.4 **Infringement Indemnification.** Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

29. **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.

30. Insurance.

30.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

30.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(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.

30.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their

profession. For Consultant, such insurance shall be in an amount not less than \$1,000,000 per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$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.

30.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

30.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily injury and property damage; (2) personal injury/advertising injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be “primary and non-contributory” and will not seek contribution from the Commission’s or Caltrans’ insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, Caltrans and their directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, Caltrans and their directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, Caltrans and their directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(c) Workers’ Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission, Caltrans and their directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(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:

30.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

30.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

30.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

30.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

30.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

31. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways,

scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

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 29 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.

32. Additional Work. Any work or activities that are in addition to, or otherwise outside of, the Services to be performed pursuant to this Agreement shall only be performed pursuant to a separate agreement between the parties. Notwithstanding the foregoing, the Commission's Executive Director may make a change to the Agreement, other than a Cardinal Change. For purposes of this Agreement, a Cardinal Change is a change which is "outside the scope" of the Agreement; in other words, work which should not be regarded as having been fairly and reasonably within the contemplation of the parties when the Agreement was entered into. An example of a change which is not a Cardinal Change would be where, in a contract to construct a building there are many changes in the materials used, but the size and layout of the building remains the same. Cardinal Changes are not within the authority of this provision to order, and shall be processed by the Commission as "sole source" procurements according to applicable law, including the requirements of FTA Circular 4220.1D, paragraph 9(f).

(a) In addition to the changes authorized above, a modification which is signed by Consultant and the Commission's Executive Director, other than a Cardinal Change, may be made in order to: (1) make a negotiated equitable adjustment to the Agreement price, delivery schedule and other terms resulting from the issuance of a Change Order, (2) reflect definitive letter contracts, and (3) reflect other agreements of the parties modifying the terms of this Agreement ("Bilateral Contract Modification").

(b) Consultant shall not perform, nor be compensated for any change, without written authorization from the Commission's Executive Director as set forth herein. In the event such a change authorization is not issued and signed by the Commission's Executive Director, Consultant shall not provide such change.

33. Prohibited Interests.

33.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

33.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. 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 the Consultant or subconsultant and any firm affiliated with the Consultant or subconsultant that bids on any construction contract or on any agreement to provide construction inspection for any construction project resulting from this Agreement, has established necessary controls to ensure a conflict of interest does not exist. 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.

33.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

33.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

33.5 Covenant Against Contingent Fees. As required in connection with federal funding, the Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the Commission shall have the right to terminate this Agreement without liability pursuant to the terms herein, or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

33.6 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

33.7 Covenant Against Expenditure of Commission, State or Federal Funds for Lobbying. The Consultant certifies that to the best of his/ her knowledge and belief no state, federal or local agency appropriated funds have been paid, or will be paid by or on behalf of the Consultant to any person for the purpose of influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the award of any state or federal contract, grant, loan, or cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

(a) If any funds other than federal appropriated funds have been paid, or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this Agreement, the Consultant shall complete and submit the attached Exhibit "F", Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with the attached instructions.

(b) The Consultant's certification provided in this Section is a material representation of fact upon which reliance was placed when this Agreement was entered into, and is a prerequisite for entering into this Agreement pursuant to Section 1352, Title 31, US. Code. Failure to comply with the restrictions on expenditures, or the disclosure and certification requirements set forth in Section 1352, Title 31, US. Code may result in a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(c) The Consultant also agrees by signing this Agreement that he/she shall require that the language set forth in this Section be included in all Consultant subcontracts which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

33.8 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

34. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

37. Disputes; Attorneys' Fees.

37.1 Prior to 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.

37.2. 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.

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

39. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

39.1 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:

Falcon Engineering Services
41593 Winchester Rd #120
Temecula, CA 92590

Attn: Wael Faqih

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.

40. 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.

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

42. 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.

43. 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.

44. Provisions Applicable When Federal Department of Transportation Funds Are Involved. When funding for the Services provided by this Agreement are provided, in whole or in part, from the United States Department of Transportation, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Department of Transportation Requirements and California Department of Transportation

(Caltrans) DBE program requirements) attached hereto and incorporated herein by reference.

45. 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.

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

47. 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.

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

49. 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.

50. 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.

51. 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.

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

53. 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.

**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT
WITH FHWA FUNDING/ASSISTANCE**

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

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ _____ AARON HAKE Executive Director <i>Approved as to Form:</i> By: _____ _____ Best, Best & Krieger LLP General Counsel	FALCON ENGINEERING SERVICES, a CORPORATION By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT "A"

SCOPE OF SERVICES

Draft

EXHIBIT "A"

SCOPE OF SERVICES

Services will include pre-construction planning and specifications and estimate (PS&E) review; bid analysis and award recommendation; construction inspection; preparation of progress payments and change orders; schedule and claim analysis; Contractor interface and contract administration; office engineering; and other assorted duties as appropriate for construction management, as well as materials testing, construction surveying, environmental monitoring and project closeout tasks. The project's final design is scheduled for completion in the first quarter 2025.

Construction Management Schedule (Tentative)

The anticipated construction management schedule for the project is shown below:

CM Advertisement Date:	February 2025
SOQs Due:	April 2025
Recommendation to Committee:	May 2025
Anticipated Commission Award:	June 2025
CM Notice to Proceed	June 2025
Construction Contract Advertisement	August 2025
Construction Contract Start	February 2026
Anticipated Construction Contract Completion	January 2028
Complete Close-Out	May 2028

Performance Requirements

Construction Management: OFFEROR shall furnish a Project Manager or a Resident Engineer as a single point of contact for this agreement and to coordinate OFFEROR's operations with COMMISSION. The single point of contact shall be responsible for all matters related to OFFEROR's personnel and operations. The Resident Engineer shall be in responsible charge of construction activity within the Project. The Resident Engineer shall be a Civil Engineer, registered in the State of California. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. If the Resident Engineer is not also a registered Landscape Architect, a registered Landscape Architect shall be assigned to the project responsible for daily on-site inspections and decisions regarding highway planting and the irrigation systems that comprise a portion of the Project.

The Project Manager and Resident Engineer can be proposed as one combined position or two separate positions. The Project Manager position is not expected to be a full-time position if proposed as a separate position from the Resident Engineer.

The number of OFFEROR personnel assigned to the project will vary throughout the duration of the agreement. OFFEROR personnel shall be assigned, in varying levels of responsibility, as needed by the OFFEROR to meet the project schedule, project requirements, and construction activities.

All overtime hours required by OFFEROR personnel shall be approved and authorized by COMMISSION prior each occurrence. OFFEROR shall exhaust every effort to minimize the overtime charges. OFFEROR shall provide oversight during all hours worked by the construction Contractor. Hours worked at night to oversee construction activities will not require COMMISSION prior approval.

OFFEROR personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations related to construction and construction engineering, including United States Army Corps of Engineers standards and procedures. OFFEROR personnel shall cooperate and consult with COMMISSION, State, County, and City officials during the course of the Project. OFFEROR shall consult with and coordinate activities of third party agencies and utilities. OFFEROR personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. OFFEROR personnel shall keep accurate and timely records and document all work performed by the Contractor and OFFEROR.

OFFEROR shall monitor for Contractor's compliance with the labor standards provisions of the contract and the related wage determination decisions of the Secretary of Labor.

OFFEROR personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions or superseded/augmented by Commission's procedures.

Provided below is a list of suggested core staffing positions. Proposer is not required to adhere to the suggested list but may propose as they believe warranted for the project. Offeror should provide the best qualified personnel to fulfill each position based on the scope of work required in Exhibit A.

1) Suggested Core Construction Management Staffing

- a. Project Manager/Resident Engineer PE *
- b. Project Controls
- c. Labor Compliance Administrator
- d. Office Engineer *
- e. Contract Manager/Change Order Engineer *
- f. Assistant Resident Engineer/Lead Inspector *
- g. Structure Representative PE *
- h. Structures Inspector
- i. Storm Water Inspector QSP, QSD
- j. Landscape Architectural Inspector, LA
- k. Civil/Roadway/Electrical Inspector

* Denoted as Key Personnel

Resume of Core Construction Management personnel shall be submitted to COMMISSION prior to assignment to the Project.

2) Support Services

- a. Source Inspection
- b. Surveys
- c. Environmental Compliance
- d. Project Archaeologist
- e. Biologist / Paleo / Bat Monitoring
- f. Materials Testing
- g. Drone Services
- h. Crawling Camera/Video Inspection Services

Materials Testing: The number of field testing personnel assigned to the project will vary throughout the duration of the construction contract. OFFEROR personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction Contractor.

A field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few days to the full term of the project. OFFEROR personnel will be available within two (2) days of written notification by COMMISSION.

It is the intent of COMMISSION to maintain a consistency of material testing quality throughout each phase of each project. OFFEROR is therefore encouraged to provide, wherever and whenever possible, the same field personnel for the duration of the project.

On days when work is not performed by the construction Contractor, such as rainy or unsuitable weather days, OFFEROR will not provide services unless authorized by the COMMISSION Construction Manager.

If a member of OFFEROR's personnel is on a leave of absence, OFFEROR's Project Manager / Resident Engineer shall provide an equally qualified replacement employee until the original member returns to work. The replacement employee will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Caltrans, and federal regulations; cooperate and consult with COMMISSION and local agency officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with permit requirements, the project plans and specifications. OFFEROR's personnel will keep records and document the work as directed by the Resident Engineer.

OFFEROR personnel shall assist COMMISSION and local agencies in obtaining compliance with the safety and accident prevention provisions of the project. Local agencies will retain jurisdictional control for local traffic control.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards as modified by the Commission's General Conditions and procedures.

Construction Surveying: OFFEROR will furnish surveying crew(s) to perform construction surveys for the project. The number of survey crew(s) assigned to the project will vary throughout the duration of the construction contract. OFFEROR personnel will be assigned as needed by the Resident Engineer to meet the schedule of the construction contractor. Survey crews may be requested to perform tasks associated with Right of Way (ROW) or design verification.

It is the intent of COMMISSION to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, OFFEROR is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey control and staking requirements established for the project.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

If OFFEROR's survey crew personnel assigned to the project is on a leave of absence, the Project Manager / Resident Engineer shall provide an equally qualified replacement(s) until the original employee(s) returns to work. The replacement will be required to meet all the requirements of the permanently assigned employee.

OFFEROR personnel will:

- Be knowledgeable of, and comply with all, applicable local, state, and federal regulations.
- Cooperate and consult with COMMISSION officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep contemporaneous records and document work as directed by the Resident Engineer.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards as modified by the Commission's General Conditions and procedures.

Project Archaeologist: OFFEROR shall provide qualified and experienced personnel to serve as the Project Archaeologist during construction. The Project Archaeologist shall be responsible for administering, coordinating, monitoring, and ensuring overall compliance

with the archeological requirements of the project environmental document including the Environmental Commitments Record and Project Discovery and Monitoring Plan.

Other supporting Services: OFFERER shall provide qualified and experienced personnel to oversee and implement source inspection, environmental services, biology/Paleo/Bat monitoring services and drone/crawling camera/video inspection services.

Duties and Responsibilities

1. Pre-construction Services

A. Plan Review

OFFEROR shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, Resident Engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. OFFEROR shall perform an Office Engineer's type review checking for quantity discrepancies and consistency between plans, specifications and pay items. OFFEROR's shall perform a constructability review including a review of various discipline plans (e.g., layout, drainage, bridge, landscaping, electrical, etc.) for conflicting or missing information, a better way to build the project, opportunities for environmental stewardship, innovation and safe construction.

B. Schedule

OFFEROR shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to COMMISSION, as appropriate, to ensure efficiency of Contractor and OFFEROR operations and safe and expeditious completion of the Project.

C. Budget

OFFEROR shall review the Project estimate and provide recommendations to COMMISSION, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

A. Bid Documents

OFFEROR shall assist COMMISSION, as requested, with the following tasks:

- 1) Review of bid documents
- 2) Review bid questions and draft responses
- 3) Prepare bid tabulations

B. Pre-construction Meetings

OFFEROR shall assist COMMISSION in conducting pre-construction meetings, as required, with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the Design Engineer, Caltrans, County, Cities, Utility companies, and developers.

C. Contract Award

OFFEROR shall assist COMMISSION, as requested, with the following tasks:

- 1) Review bids for completeness and responsiveness
- 2) Perform bid analysis
- 3) Check Contractor references, licenses, insurance, and sureties
- 4) Coordinate with prospective Contractor for award of construction contract.

All processes will be consistent with procedures outlined by Caltrans for Special Funded Programs.

3. Project Administration

- A. OFFEROR shall administer the project construction contract using Caltrans Construction Manual as a guideline.
- B. OFFEROR shall conduct regular project coordination meetings with Contractor, COMMISSION, local agencies, and design engineer, as appropriate.
- C. OFFEROR shall prepare a contractor progress payment forecast curve for the entire project duration (cash flow), complete monthly Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by COMMISSION for approval.
- D. OFFEROR shall establish and maintain a web based platform to control all project correspondence including transmittals and submittals to allow access to the project information between the field and office teams and maximize efficient communication. Project record keeping shall include, but is not limited to, RE and Assistant RE daily reports, correspondence, memoranda, contract documents, requests for information (RFIs), change orders, claims, COMMISSION and engineer directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, schedule reviews and preparation of weekly working day statements, quantity calculations and/or documented field measurement/count and Daily Extra Work Reports that support progress payments. OFFEROR shall maintain a record of the names, addresses, email addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.

- E. OFFEROR shall establish and maintain a filing system for the Project using the Caltrans Construction Manual as a guideline. OFFEROR shall transmit all Project records to the COMMISSION using an electronic transfer and collection system.
- F. The COMMISSION is committed to advancing environmental sustainability and reducing carbon emissions. To support this mission, OFFERER is required to adopt a paperless approach for all project records. This means that all records must be created and maintained electronically using digital software or programs. Project records should be high-quality, searchable, and directly generated from electronic sources. OFFERER is expected to minimize, and where feasible, eliminate the use of scanned documents, all signatures must be obtained electronically or digitally to further reduce the environmental impact and maintain the document quality.
- G. OFFEROR shall monitor Contractors' construction schedules on an ongoing basis and alert COMMISSION to conditions that may lead to delays in completion of the Project.
- H. OFFEROR shall prepare and submit a Weekly Report and Monthly Report for the project. The Monthly Report shall describe construction activity, traffic and site safety incidents, accomplishments, issues and status of submittals, RFIs, Change Orders and the project budget and schedule status against the approved Baseline Schedule. Construction photos shall be submitted with each weekly and monthly report.
- I. OFFEROR shall review and ensure compliance with environmental requirements.
- J. OFFEROR shall assure that the Project meets all provisions of the COMMISSION and Caltrans Quality Assurance Program Manual. OFFEROR shall prepare and submit a project-specific Quality Assurance Plan (QAP) to the COMMISSION for review and approval. The QAP shall be reviewed quarterly and updated as necessary. All OFFEROR's project personnel shall indicate their review of the QAP by signature.
- K. OFFEROR shall review Contractors' certified payroll records and other labor compliance records and assure the construction Contractor's compliance with Contract requirements.
- L. OFFEROR shall monitor and maintain records to assure that the construction Contractor complies with all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- M. OFFEROR shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- N. OFFEROR shall prepare and submit all water discharge, ad-hoc and annual reports to Waterboard stormwater multiple application and report tracking system (SMARTS).

4. Construction Coordination

- A. OFFEROR shall provide a minimum of one qualified Project Manager / Resident Engineer, as needed to effectively manage the Project.
- B. OFFEROR Project Manager/ Resident Engineer shall act as the prime point of contact between Contractor, COMMISSION, OFFEROR's construction surveyor, OFFEROR's materials inspector, OFFEROR's environmental services and utility companies. OFFEROR may, when requested by COMMISSION, act as point of contact between design engineers, cities, county and the public.
- C. OFFEROR shall maintain regular contact with COMMISSION's Construction Manager.
- D. OFFEROR shall coordinate relocations and arrangements for power for the site with utility companies and their designees.
- E. OFFEROR shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to COMMISSION. Should COMMISSION determine that changes are necessary, OFFEROR shall process and implement change orders in accordance with contract documents.
- F. OFFEROR shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. OFFEROR shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- G. OFFEROR shall review shop drawings, coordinating with the Source Inspection Project Manager and Division of Structures as appropriate. OFFEROR shall coordinate resolution of Requests for Information (RFI) with the Commission's designer and communicate actions and status with the Commission's Construction Manager. OFFEROR shall log and track all submittals and requests.
- H. OFFEROR shall provide a qualified Storm Water Pollution Prevention Plan (SWPPP) coordinator who shall review Contractor-prepared SWPPP and coordinate approval with COMMISSION. OFFEROR shall cooperate with monitoring agency inspections and field reviews.
- I. OFFEROR shall coordinate the implementation of any changes with the Construction Manager and the design engineer. All change orders shall be prepared using Commission's format and procedures. All change orders will be submitted to Caltrans (if on the State Highway System) and the Commission for approval.
- J. OFFEROR shall review and approve falsework, shoring and other temporary work

plans.

- K. OFFEROR shall review and approve Traffic Control Plans and forward to local jurisdictions for approval as necessary.
- L. OFFEROR shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.
- M. OFFEROR shall coordinate all pre-grading (such as grubbing), geologic boring, grading, groundbreaking, excavation, and ground-disturbing construction activities at each construction locale situated in native soils with Native American tribes (Cahuilla Band Of Indians, Gabrielino Tongva Nation, Morongo Band Of Mission Indians, The Pechanga Band Of Luiseno Indians, The Soboba Band Of Luiseno Indians) and its designated monitoring representatives to ensure compliance with requirements of the Federal Highway Administration and the California State Historic Preservation Officer set forth for the Project.

OFFEROR shall review existing highway electrical and traffic systems arrangements with County, City, Caltrans (as applicable) and arrange, through the construction Contractor, any temporary facilities required during construction.

5. Construction Inspection

- A. OFFEROR shall coordinate all required inspections necessary for the Project. OFFEROR shall ensure that appropriate Caltrans, City, County and other local agencies are notified and present as required throughout the Project. OFFEROR shall notify COMMISSION immediately regarding any directives, recommendations, notices, etc. received from agencies other than COMMISSION before taking action.
- B. OFFEROR shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, permits, all applicable laws, codes, and ordinances.
- C. OFFEROR shall exercise reasonable care and diligence to discover and promptly report to COMMISSION any and all defects or deficiencies in the materials or workmanship used in the Project.
- D. OFFEROR personnel assigned to the Project shall be thoroughly familiar with County of Riverside Standards, Caltrans Standard Specifications, Caltrans Standard Plans, and Caltrans Erosion Control and Highway Planting requirements. OFFEROR personnel shall have the ability to read and interpret construction plans and specifications. OFFEROR personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, OFFEROR personnel shall be familiar with the construction requirements of Storm Water Pollution Prevention Program.

E. Assignments to be performed by OFFEROR personnel shall include, but are not limited to, the following:

- 1) Earthwork inspection including source and quality of imported and/or fill material and compaction; subgrade and paving inspection including checking alignment and grade; structure work inspection including foundation construction (piling), structure element formwork, reinforcing and prestressing steel installation, concrete placement; subsurface and finish drainage system inspection; signing and striping inspections, electrical and highway traffic system inspection, landscape hardscape, soil amendment, SWPPP compliance; planting and irrigation installation inspection; fencing; temporary and permanent traffic barriers and device inspection; monitor construction traffic control, material haul routes, and detours, and any other duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
- 2) Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
- 3) Arrange testing in accordance with Caltrans highway materials testing and planting procedures. Arrange for necessary corrective work, as required. Provide comprehensive materials records including materials sources, inspection & test results and documented compliance with specifications.
- 4) Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
- 5) Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to support actual cost of force account work.
- 6) Preparing construction sketches, drawings, and cross-sections, as necessary.
- 7) Keep records of all deviations from the approved plans to assist the Design Engineer in the preparation of as-built plans. Provide final clearance dimensions from roadways to bridge soffits.
- 8) Providing inspections for environmental compliance. Coordinate with third-party consultants or stake holders for special monitoring or inspections and disposal of hazardous material, if required.
- 9) Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

- 10) Monitoring Contractors' compliance with applicable regulations required by AQMD.
- 11) Coordinate Contractor's lane traffic closures with Caltrans, County, City and the Sheriff including, when necessary, the provision of CHP services for COZEEP operations. Maintain records of COZEEP participation to support the Commission's payment process for the CHP.
- 12) Monitor work associated with Temporary Construction Easements and communicate with land owners through the Commission's representatives.
- 13) Other duties as may be required or reasonably requested.

6. Project Support Services

A. Construction Surveys

OFFEROR shall perform construction surveying services, field calculations, and home office calculations to support construction of the Project. OFFEROR may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed projects. The survey effort shall assist the Construction Management team in all phases of construction. The Resident Engineer will assign survey work by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

1) Construction Surveys

Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.

Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.

Survey data will include topography, cross-section, and other survey data in computer formats compatible with the Caltrans computer survey and design systems.

Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.

Perform construction staking, including but not limited to:

- Utility locations;
- Clearing limits;
- TCE and R/W limits;
- Slope staking;

- Rough grade;
- Finish grade;
- Storm drain, sanitary sewer, and irrigation system;
- Drainage structures;
- Curb, gutters, sidewalk;
- Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwall);
- Global Positioning Satellite (GPS) equipment shall be made available if required by the COMMISSION
- Monitor foundations for settlement, if required;
- Provide measurements to support earthwork quantity calculations.

2) Right of Way Lines

Existing right of way will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.
- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.
- Perpetuate existing monumentation. Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.
- Right of Way Surveys. Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and staking for right of way fences.
- Final monumentation. Includes setting of centerline points of control upon completion of construction.

3) Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies.

B. Materials Testing and Geotechnical Services

OFFEROR will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Material plant, Laboratory, and field materials

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sampling, and testing will be used to ensure, concrete, hot mix asphalt, pavement, and embankment construction work conforms to California State Department of Transportation (Caltrans) standards, specifications, and special provisions for material quality and workmanship.

All field and laboratory testing shall be performed in accordance with California Test Methods.

OFFEROR will be responsible for the accuracy and completeness of all test data compilation and results.

C. Public Outreach

Public Outreach services will be provided by the COMMISSION under a separate contract. OFFEROR shall work directly with the COMMISSION'S public outreach provider throughout the course of the project to ensure all outreach goals and efforts are achieved.

D. Permits

- OFFEROR shall review the project for permit compliance and coordinate with COMMISSION and the design engineer to ensure that necessary permits are obtained.
- OFFEROR shall assist COMMISSION in the coordination, timely processing and verification of approval for all permits. OFFEROR shall maintain permits and permit documentation on site.
- OFFEROR shall prepare and submit all reports required by the permits to ensure timely closeout of the permits.

E. Drone Services for Construction Progress.

OFFEROR will provide:

- Weekly standardized video flight pattern that captures overall project area, potentially about 5 minutes of video;
- Special flight for detail up to a once a month basis as requested;
- A condensed 30 to 60 second drone video (MP4 or compatible);
- Side by side video comparisons of current drone video and preconstruction drone video at periodic milestones/ intervals;
- Still photos from video as needed;
- Video to be shown at weekly project meetings and made available per website.

F. Crawling Camera/Video Inspection Services

OFFEROR will provide:

- Crawling Camera and/or video inspection services for quality assurance,

verification of existing conditions and/or any other inspection or investigative needs of the project for underground facilities or other inaccessible/restrictive locations.

7. Cost and Schedule

- A. OFFEROR shall prepare and track the following:
 - 1) Contract pay item quantities, materials-on-hand and progress payments
 - 2) Extra work / Compensation adjustment payments
 - 3) Contract change orders
 - 4) Supplemental work items
 - 5) Agency-furnished materials
 - 6) Contingency balance
 - 7) Project budget
 - 8) Anticipated final cost
 - 9) Proactive schedule management
- B. OFFEROR shall review and monitor Contractor's schedule and inform COMMISSION of any significant changes or deviations in the schedule.
- C. OFFEROR shall provide and maintain a Project staffing plan of field office personnel. In cooperation with COMMISSION, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- A. OFFEROR shall provide a Contract Manager/Change Order Engineer who will assist the Project Manager/Resident Engineer by managing and overseeing the administration of the construction contract and change management process. Tasks may include drafting, reviewing and responding to formal correspondence, evaluating change requests, drafting change orders and memorandums of negotiation, preparing independent cost estimates, reviewing and negotiating contractor cost proposals and time impact analysis, providing analysis and recommendations for contractual disputes, and ensuring overall compliance with the contract documents. Personnel in this position should have extensive experience in contract management, change management, technical writing and negotiations. The Contract Manager/Change Order Engineer can be proposed to be combined with another position if their relevant experience warrants.
- B. OFFEROR shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to COMMISSION shall be accompanied by OFFEROR recommendations. Where applicable, OFFEROR shall convey proposed changes to design engineer, Caltrans Oversight Engineers or other project principals. If the requested changes are accepted, OFFEROR shall negotiate and prepare appropriate Contract Change Orders.
- C. OFFEROR shall attempt to avoid all unnecessary Contract Change Orders. When a

Contract Change Order is necessary, OFFEROR shall consult with COMMISSION prior to its preparation. Unless directed otherwise by COMMISSION, the preferred method of payment for Contract Change Orders should be as follows:

1. Agreed Price
 2. Adjustment in compensation to a bid item
 3. Time and materials or Force Account
- D. OFFEROR shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes. OFFEROR shall assist COMMISSION, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against COMMISSION or the Project.
- E. OFFEROR shall implement a bi-weekly change order meeting with COMMISSION staff and management to discuss and approach and issues of change orders.

9. Safety

In addition to the requirements specified elsewhere in this agreement, the following shall also apply:

- A. OFFEROR shall implement a comprehensive safety program including preparation of a project-specific Accident/Illness Prevention Plan and conduct regular tail-gate safety meetings for OFFEROR personnel. OFFEROR shall provide a monthly report of traffic and site safety incidents, accidents and issues to the COMMISSION as part of the Monthly Report.
- B. OFFEROR shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- C. OFFEROR shall provide appropriate safety training for all OFFEROR field personnel.
- D. OFFEROR shall provide all necessary safety equipment as required for OFFEROR personnel.
- E. OFFEROR shall conduct and document a weekly safety walk through of the site. Attendees shall include the Resident Engineer and Contractors Construction Manager/ Project Manager. OFFEROR shall extend an invitation for this meeting to the RCTC Construction Manager.
- F. OFFEROR shall establish a standard communication protocol to provide COMMISSION staff with necessary incident notification and reports and implement the communication protocol and requirement set forth in project crisis communication and emergency plan.

10. Project Close Out

- A. OFFEROR shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- B. OFFEROR shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including utility locations, electrical system element locations and system requirements, prestressing drawings and pile logs, as applicable.
- C. OFFEROR shall review and verify completeness of as-built drawings.
- D. OFFEROR shall conduct a final walk-through with COMMISSION, Caltrans, Local Agencies, Contractors, and design engineers.
- E. OFFEROR shall prepare final construction reports including the Project Completion Report in the format and content requirements set forth by the COMMISSION. Completion report shall include
- F. OFFEROR shall prepare and deliver to COMMISSION all project files in electronic format.
- G. OFFEROR shall assist COMMISSION and Contractor in obtaining final release of all project permits.
- H. OFFEROR shall prepare and submit on behalf of COMMISSION all documents and reports required to close out the construction and environmental permits applicable to the project.

Deliverables.

Notwithstanding any requirement set forth in Caltrans Construction Manual, Local Assistance Procedures Manual, COMMISSION's Quality Assurance Plan, applicable Cooperative and/or Fundings Agreements, Permits' requirements, OFFEROR shall furnish as part of project administration and closeout the following documents:

A. Construction Records

OFFER shall use the sixty-three (63) files categories set forth in Caltrans Construction Manual, Chapter 5, "Contract Administration", to maintain all projects electronic records. The records shall include but are not limited to the following:

- a. Inspector daily reports, extra work diaries, Landscape Architect, and Resident Engineers' daily diaries.
- b. Monthly Project Activity Summary Reports. This Monthly project activity shall include tracking of the following tasks, and shall allow COMMISSION to convert each task to full time equivalent for evaluation and analysis:

Task 01: Management and Administration
Task 02: Constructability Review
Task 03: Bid Processing
Task 04: Pile Drilling, shoring, casing, structural concrete
Task 05: Excavation and Backfill, include quantities of the earthwork and number of tests performed
Task 06: Retaining walls
Task 07: Bridge superstructure
Task 08: Pavement, including number of test
Task 09: Labor compliance
Task 10: Environmental Monitoring
Task 11: Closeout

- c. Separate Structures and Roadway Weekly Summary Reports.
- d. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- e. Contractor final payment documents, delivered to COMMISSION no later than ten (10) working days after acceptance by COMMISSION of the completed construction project.
- f. Final acceptance and relief of maintenance from project stakeholders.
- g. Project Completion Report.
- h. Project History File per Caltrans requirements.
- i. All project files, project reports, correspondence, memoranda, shop drawings, project logs, schedule analyses and weekly working day statements, change order data, claims and claim reports, and Contractor payment records.
- j. All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions, and test methods. Failing tests shall be immediately reported to the Resident Engineer or Structures Representative. All test results shall be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all results will be kept. All test equipment shall be calibrated per California Test requirements and regularly verified.
- k. All construction electronic records, delivered to COMMISSION no later than ten (10) working days upon COMMISSION request or after obtaining the following, whichever occur first:
 - Final Pay Estimate due to Contractor
 - Final Change Order for Reconciliation of all Bid Items and Change Orders

B. Survey Documents

- a. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 1. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 2. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.
- b. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of COMMISSION. A copy of all survey documents furnished by COMMISSION shall be retained by CONSULTANT for future reference.
- c. When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

Survey deliverables shall follow the format specified below:

- Horizontal Control
- Alpha numeric electronic copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.
- Vertical Control
- Alpha numeric electronic copy benchmark listing with adjusted elevations compatible with the design datum.
- Topography
- Alpha numeric electronic copy listing, drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by Caltrans.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

- Conventional Cross – Sections (each cross – section):
For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by Caltrans.
 - Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey):
Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided in a format compatible with the systems utilized by Caltrans.
- d. Data Collector Data
If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements
- e. Other
As specified in the survey request.

C. Payroll Documents

- a. Certified payrolls and fringe benefit statements for all employees, OFFEROR and Contractor, who are subject to the State and/or Federal prevailing wage rates.
- b. Certified payroll documents shall be kept separately and shall not be transferred to COMMISSION with other documents.
- c. If the Contractor is not using approved labor compliance software, then OFFEROR shall coordinate with the Contractor to use electronic media to review and store the certified payroll. OFFEROR shall propose standard file name which will allow tracking each category of labor compliance documents.

Equipment and Materials to be provided by OFFEROR

1. OFFEROR will provide office space, telephones, desks, chairs, computers, and appropriate office equipment (making accommodation for the COMMISSION if requested).
2. OFFEROR shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Exhibit C, "Compensation Provisions" OFFEROR Cost Proposal, shall be reimbursed by COMMISSION.
3. OFFEROR personnel shall provide vehicles for field personnel suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing

yellow lights, either permanently or temporarily affixed.

4. OFFEROR personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is used, OFFEROR shall provide a base station at the field office.
5. OFFEROR personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate.
6. For Materials Testing, OFFEROR and its staff shall be fully equipped at all times to perform the services required, including but not limited to the following:

- a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory shall be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.

- b. OFFEROR's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. OFFEROR vehicles will have flashing lights, visible from the rear, with a driver control switch. Vans without side windows will not be used. COMMISSION furnished magnetic logos will be affixed to each side of the vehicle at all times the vehicle is being used for the work under this agreement.

Each vehicle shall be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.

- c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.

- d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual.

7. For construction surveying, OFFEROR and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:

- a. Survey vehicles

Survey vehicles will be suitable to perform the required work in varying terrain and conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with a flashing yellow beacon light.

- b. Data Processing Systems

Data processing systems shall include hardware and software to:

- Performing survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with the Caltrans computer survey and data system.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
- Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- Prisms, sufficient to perform the required work.
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems

consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

- I. Radio or cellular communications equipment for communication between field office and field crews.
- m. Caltrans manuals, standards, forms, and other policies and procedures to be followed to perform the required work.

Materials to be Furnished by Commission

- 1. COMMISSION will provide electronic copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. COMMISSION will provide electronic copies of all previously secured permits and Project authorizations.

Standards

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Contract documents and current Caltrans Manuals including:

- 1. Construction Manual and its revisions;
- 2. Bridge Construction Records and Procedures Manual;
- 3. Quality Assurance Program Manual;
- 4. Manual of Traffic Controls for Construction and Maintenance Work Zones;
- 5. Caltrans Standard Specifications and Standard Plans;
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual;
- 7. Manual of Test (3 volumes);
- 8. Survey Manual;
- 9. District 8 Standard Staking Procedures Manual;
- 10. United States Army Corps of Engineers permit requirements.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by OFFEROR shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the "Survey Request's" standard shall govern.

The Resident Engineer and COMMISSION will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this agreement. Any OFFEROR employee who does not perform adequately will be replaced if directed by the COMMISSION Construction Manager.

Availability and Work Hours

The typical workday includes all hours worked by COMMISSION's construction Contractor. The construction Contractor's operations may be restricted to specific hours during the week, which will become the normal workday for OFFEROR's personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, OFFEROR services will not be provided unless authorized by the COMMISSION Construction Manager.

Unless otherwise directed by COMMISSION, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, overtime will be worked only when approved in writing by COMMISSION.

Limitations to Authority

OFFEROR does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by COMMISSION.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by COMMISSION.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

Third Party Relationships

This Agreement is intended to provide unique services for a specific project. In the development of the Project, COMMISSION has worked closely with various agencies and others in the preparation of the construction documents and other Project related materials. COMMISSION, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. OFFEROR shall take direction **only** from COMMISSION and shall regularly inform **only** COMMISSION of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, OFFEROR may find occasion to meet with City representatives, the design engineer, Project Consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While COMMISSION enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, OFFEROR shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from COMMISSION. All oral and written communication with outside agencies or Consultants related to the project shall be directed only to COMMISSION. Distribution of Project related communication and information shall be at the sole discretion of COMMISSION representatives.

Construction Site Safety

In addition to the requirements specified elsewhere in this agreement, the following also will apply:

1. OFFEROR will conform to the safety provisions of the Caltrans Construction Manual.
2. OFFEROR's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soles at all times while working in the field.
3. OFFEROR will provide appropriate safety training for all OFFEROR's personnel.
4. All safety equipment will be provided by OFFEROR.

Basis for Survey and Monument Staking

COMMISSION will designate the existing horizontal and vertical control monuments that are the basis of OFFEROR performed surveys. COMMISSION will provide the California Coordinate System values and/or elevation values for these monuments. OFFEROR shall adjust OFFEROR performed surveys to be the designated control monuments and the values.

Monuments established by OFFEROR shall be marked by OFFEROR with furnished disks, plugs, tags. In addition, OFFEROR shall identify OFFEROR established monuments by tagging or stamping the monuments with the license or registration number of OFFEROR'S surveyor who is in "responsible charge" of the work.

Personnel Qualifications and Responsibilities

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by COMMISSION.

EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

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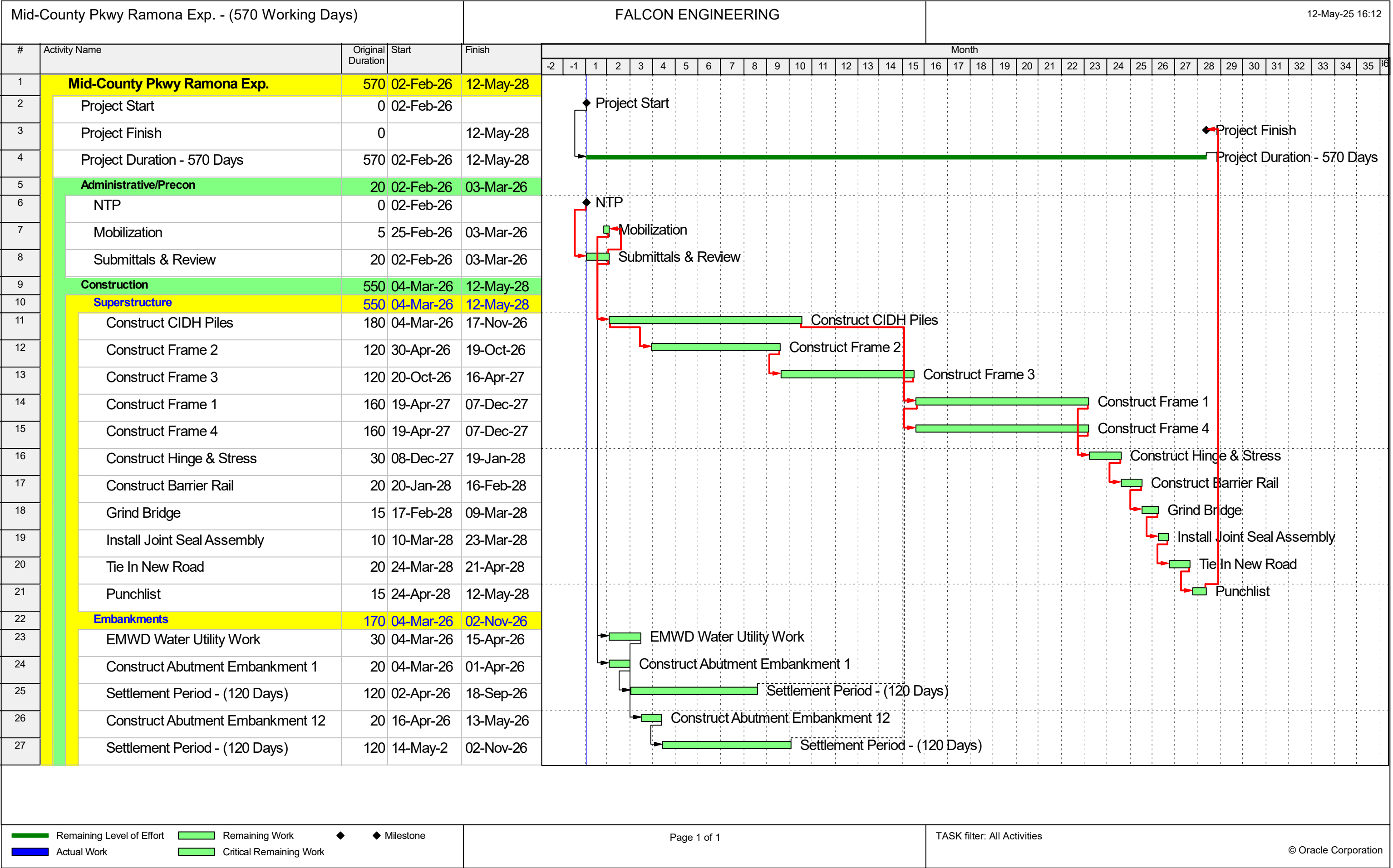


EXHIBIT “C”
COMPENSATION PROVISIONS

[attached behind this page]

Draft

EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
FALCON Engineering Services, Inc.	Construction Management Services	\$19,236,681.59
<i>Sub Consultants:</i>		
CL Survey and Mapping, Inc (DBE)	Construction Surveying and Survey Support Services	\$1,920,408.62
CMC Project Solutions (DBE)	Scheduling	\$720,954.81
Francis Consulting (DBE)	Landscape Inspection	\$225,000.00
Skyline Consultants, Inc.(DBE)	Roadway/Structures Inspector	\$3,289,615.38
Verdantas, Inc.(formerly Leighton)	Soils and materials QA testing	\$1,059,459.19
WSP USA Inc.	Environmental-Biological and Cultural monitorig	\$136,770.96
	Roadway, Civil, and Structures inspection	\$1,882,959.47
ZT Consulting Group SBE	Construction Support Services for Source Inspection	\$799,425.68
TOTAL COSTS		\$29,271,275.70

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.

EXHIBIT "D"

**FEDERAL DEPARTMENT OF TRANSPORTATION
FHWA AND CALTRANS REQUIREMENTS**

[attached behind this page]

Draft

EXHIBIT "D"

FEDERAL DEPARTMENT OF TRANSPORTATION FHWA AND CALTRANS REQUIREMENTS

1. STATEMENT OF COMPLIANCE.

A. Consultant's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

B. During the performance of this Agreement, Consultant and its subconsultants shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and any regulations or standards adopted by Commission to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

D. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the Commission upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Commission shall require to ascertain compliance with this clause.

E. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

2. FHWA TITLE VI ASSURANCES.

A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this agreement, the Commission shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and/or ii. cancellation, termination or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the Commission or FHWA may direct as a means of enforcing such provisions including

sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Consultant may request Commission enter into such litigation to protect the interests of the State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

3. ADDITIONAL NONDISCRIMINATION REQUIREMENTS

During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to: Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COMMISSION.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

5. DISCRIMINATION

The Commission shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the implementation of the Caltrans DBE program or the requirements of 49 CFR Part 26. The Commission shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

Consultant or subcontractor shall not discriminate on the basis of race, color, national origin, of sex in the performance of this Agreement. Consultant or subcontractor shall carry out applicable requirements of 49 CFR Part 26 and the Caltrans DBE program in the award and administration of DOT-assisted contracts, as further set forth below. Failure by the Consultant or subcontractor to carry out these requirements is a material

breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the Commission deems appropriate.

6. PROMPT PAYMENT

A. Consultant agrees to pay each subconsultant under this Agreement for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Consultant receives from the Commission. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Commission. This clause applies to both DBE and non-DBE subcontractors.

B. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from Consultant to a subconsultant, Consultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the Consultant to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

C. The above provisions apply to Consultant's subconsultants who retain subconsultants.

D. **PROMPT PAYMENT CERTIFICATION** For projects awarded on or after September 1, 2023: the Consultant shall submit Caltrans Exhibit 9-P (available at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms> and incorporated herein by reference) to the Commission by the 15th of the month following the month of any payment(s). If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. The submitted forms shall be reviewed by the Commission and submitted to Caltrans.

7. RELEASE OF RETAINAGE

No retainage will be held by the Commission from progress payments due to Consultant. Consultant and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the Commission's prior written approval. Any violation of these provisions shall subject the violating Consultant or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by Consultant, deficient subconsultant

performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

8. LEGAL REMEDIES

In addition to those contract remedies set forth under relevant provisions of California law, either Party to this Agreement may, where applicable, seek legal redress for violations of this Agreement pursuant to the relevant provisions of 49 C.F.R. Parts 23 and 26, to the relevant federal or state statutory provisions governing civil rights violations, and to the relevant federal and state provisions governing false claims or “whistleblower” actions, as well as any and all other applicable federal and state provisions of law.

The Consultant shall include a provision to this effect in each of its agreements with its subcontractors.

9. DBE PARTICIPATION

A. Consultant or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Commission has included a contract goal for DBEs under this Agreement. Consultant shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

Consultant shall meet the DBE goal shown in this exhibit, or demonstrate that it made adequate Good Faith Efforts (GFE) to meet this goal. It is Consultant’s responsibility to verify all DBE firms included in its proposal are certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform under this Agreement. Additionally, the Consultant is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal. Credit for materials or supplies Consultant purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a

manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

Consultants who enter into a federally-funded agreement will assist the Commission in a good faith effort to achieve California's statewide overall DBE goal. Any subcontract entered into as a result of this Agreement shall contain all of the DBE provisions in this Exhibit "D".

10. DBE GOAL

The goal for **DBE participation for this Agreement is 21.03%** Participation by DBE Consultant or subconsultants shall be in accordance with information contained in Exhibit 10- O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of this Agreement. If a DBE subconsultant is unable to perform, Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

A. Consultant can meet the DBE participation goal by either documenting commitments to DBEs to meet the Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate good faith effort means that the Consultant must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If Consultant has not met the DBE goal, Consultant must complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

11. CONTRACT ASSURANCE; REMEDIES

A. Contract Assurance. Under 49 CFR 26.13(b):

Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

B. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Commission appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying Consultant from future proposing as non-responsible

12. TERMINATION AND REPLACEMENT OF DBE SUBCONSULTANTS

Consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless Consultant or DBE subconsultant obtains the Commission's written consent. Consultant shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the Commission. Unless the Commission's consent is provided, the Consultant shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

A. Termination of DBE Subconsultants. After execution of this Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Commission:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.

2. The Commission stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Commission's bond requirements.

3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.

8. Listed DBE voluntarily withdraws with written notice from this Agreement.

9. Listed DBE is ineligible to receive credit for the type of work required.

10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on under this Agreement.

11. The Commission determines other documented good cause.

B. Consultant must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the Consultant's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Commission. The written notice to the DBE must request they provide any response within five (5) business days to both the Consultant and the Commission by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.

2. If the DBE does not respond within five (5) business days, Consultant may move forward with the request as if the DBE had agreed to Consultant's written notice.

3. Submit Consultant's DBE termination request by written letter to the Commission and include:

- One or more above listed justifiable reasons along with supporting documentation.
- Consultant's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Consultant's written notice
- The DBE's response to Consultant's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Commission shall endeavor to respond in writing to Consultant's DBE termination request within five (5) business days.

C. Replacement of DBE Subconsultants. After receiving the Commission's written authorization of DBE termination request, Consultant must obtain the Commission's written agreement for DBE replacement. Consultant must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Commission which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform under this Agreement.

- Revised Exhibit 10-O2: Consultant Contract DBE Commitment.

2. If Consultant has not identified a DBE replacement firm, submits documentation of Consultant's GFEs to use DBE replacement firms within seven (7) days of Commission's authorization to terminate the DBE. Consultant may request the Commission's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work Consultant had intended to self-perform, to the extent needed to meet DBE commitment

- Solicitations of DBEs for performance of work identified

- Correspondence with interested DBEs that may have included contract details and requirements

- Negotiation efforts with DBEs that reflect why an agreement was not reached

- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive

- Copies of each DBE's and non-DBE's price quotes for work identified, as the Commission may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher

- Additional documentation that supports Consultant's GFE

The Commission shall endeavor to respond in writing to Consultant's DBE replacement request within five (5) business days.

13. DBE COMMITMENT AND UTILIZATION

The Commission's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization. The Commission shall request Consultant to:

1. Notify the Commission's contract administrator or designated representative of any changes to its anticipated DBE participation

2. Provide this notification before starting the affected work

3. Maintain records including:

- Name and business address of each 1st-tier subconsultant
- Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)

If Consultant is a DBE Consultant, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify Consultant in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify Consultant in writing of the certification date. Consultant shall submit the notifications to the Commission. On work completion, Consultant shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the Commission within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the Commission within 90 days of contract acceptance. The Commission will withhold \$10,000 until the form is submitted. The Commission will release the withheld funds upon submission of the completed form.

In the Commission's reports of DBE participation to Caltrans, the Commission must display both commitments and attainments.

14. COMMERCIALLY USEFUL FUNCTION - DBEs

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

Consultant must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the Project.

Consultant must provide written notification to the Commission at least 15 days in advance of each DBE's initial performance of work or supplying materials for this

Agreement. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, Consultant shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference). Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Consultant must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation (available online at <https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>) and incorporated herein by reference. Consultant must submit to the Commission these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

Consultant must notify the Commission immediately if they believe the DBE may not be performing a CUF. The Commission will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional Commission evaluations. The Commission must evaluate DBEs and their CUF performance throughout the duration of this Agreement. The Commission will provide written notice to the Consultant and the DBE at least two (2) business days prior to any evaluation. The Consultant and the DBE must participate in the evaluation. Upon completing the evaluation, the Commission must share the evaluation results with the Consultant and the DBE. An evaluation could include items that must be remedied upon receipt. If the Commission determines the DBE is not performing a CUF, the Consultant must suspend performance of the noncompliant work.

Consultant and DBEs must submit any additional CUF related records and documents within five (5) business days of Commission's request such as:

- Proof of ownership or lease and rental agreements for equipment

- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If Consultant and/or the Commission determine that a listed DBE is not performing a CUF in performance of their DBE committed work, Consultant must immediately suspend performance of the noncompliant portion of the work. The Commission may deny payment for the noncompliant portion of the work. The Commission will ask the Consultant to submit a corrective action plan (CAP) to the Commission within five (5) days of the noncompliant CUF determination. The CAP must identify how the Consultant will correct the noncompliance findings for the remaining portion of the DBE's work. The Commission has five (5) days to review the CAP in conjunction with the Consultant's review. The Consultant must implement the CAP within five (5) days of the Commission's approval. The Commission will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function under the Agreement, Consultant may have good cause to request termination of the DBE.

A. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

B. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

15. RECORDS OF PAYMENTS TO DBEs

A. Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier.

The records shall show the date of payment and the total dollar figure paid to all firms. DBE Consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

B. By the 15th of the month following the month of any payment(s), the Consultant must submit Exhibit 9-P to the Commission. If the Consultant does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

16. DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

In accordance with 49 CFR Part 29, which by this reference is incorporated herein, Consultant's subconsultants completed and submitted the Certificate of subconsultant Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion as part of the Consultant's proposal. If it is later determined that Consultant's subconsultants knowingly rendered an erroneous Certificate, the Commission may, among other remedies, terminate this Agreement.

17. ENVIRONMENTAL COMPLIANCE

A. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

B. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

18. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, and by signing this Agreement, Consultant certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against Consultant within the immediately preceding two-year period, because of Consultant's failure to comply with an order of a federal court that orders Consultant to comply with an order of the National Labor Relations Board.

19. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

Consultant shall not obligate or expend any funds to be reimbursed under this Agreement to:

- Procure or obtain;
 - Extend or renew a contract to procure or obtain; or
 - Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The prohibited vendors (and their subsidiaries or affiliates) are:
 - Huawei Technologies Company;
 - ZTE Corporation;
 - Hytera Communications Corporation;
 - Hangzhou Hikvision Digital Technology Company;
 - Dahua Technology Company; and
 - Subsidiaries or affiliates of the above-mentioned companies.
- and customers is sustained.

Draft

EXHIBIT “E”

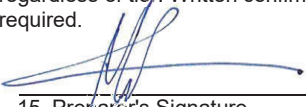
CONSULTANT DBE COMMITMENT

[attached behind this page]

Draft

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Riverside County Transportation Commission 2. Contract DBE Goal: 21%
 3. Project Description: Construction Management (CM), Materials Testing, Construction Surveying and Environmental Monitoring, Services for Mid County Parkway/Ramona Expressway Construction, Contract 3 Project (MCP3)
 4. Project Location: Riverside County
 5. Consultant's Name: FALCON Engineering Services, Inc. 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: \$29,271,275.70
 8. Total Dollar Amount for ALL Subconsultants: \$10,034,594.11 9. Total Number of ALL Subconsultants: 8

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Construction Survey	38284	CL Surveying 400 E. Rincon St. #202, Corona, CA 92879 909-484-4200	\$1,920,408.62
Schedule Support	50602	CMC Project Solutions 1820 W. Orangewood Ave. #104 Orange, CA 92868, 877-778-2337	\$720,954.81
Landscape Inspection	37320	Francis Consulting 9312 Tritt Cr., Villa Park, CA 92861 714-401-0137	\$225,000.00
Construction Inspection	50918	Skyline Consultants 2999 Crestview Dr., Norco, CA 92860 951-316-6408	\$3,289,615.38
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____			\$6,155,978.81
21. Federal-Aid Project Number: _____			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
23. Local Agency Representative's Signature _____			
24. Date _____			
25. Local Agency Representative's Name _____			
26. Phone _____			
27. Local Agency Representative's Title _____			
			14. TOTAL CLAIMED DBE PARTICIPATION
			21.03%
			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
			 May 15, 2025
			15. Preparer's Signature _____
			16. Date _____
			Maha Faqih 951.549.9600
			17. Preparer's Name _____
			18. Phone _____
			President
			19. Preparer's Title _____

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT “F”

DISCLOSURE OF LOBBYING ACTIVITIES

[attached behind this page]

Draft

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352


1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	Award Amount, if known:	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: <u>Maha Faqih</u> Title: <u>President</u> Telephone No.: <u>951.549.9600</u> Date: <u>3/26/2025</u>		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 04-28-06

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
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13. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
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Signature: _____ Print Name: <u>Lam Le</u> Title: <u>President</u> Telephone No.: <u>909.484.4200</u> Date: <u>03/26/25</u>		
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. Name and Address of Lobby Entity (If individual, last name, first name, MI) (attach Continuation Sheet(s) if necessary)	11. Individuals Performing Services (including address if different from No. 10) (last name, first name, MI) (attach Continuation Sheet(s) if necessary)	
12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature: <u>Chrissy Costantino</u> Print Name: <u>Chrissy Costantino</u> Title: <u>CEO</u> Telephone No.: <u>877-778-2337</u> Date: <u>02/18 /2025</u>		Authorized for Local Reproduction Standard Form - LLL

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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12. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
13. Form of Payment (check all that apply): <input checked="" type="checkbox"/> a. cash <input checked="" type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12: N/A (attach Continuation Sheet(s) if necessary)		
16. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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Signature: _____ Print Name: <u>Linda Francis</u> Title: <u>President</u> Telephone No.: <u>714-401-0185</u> Date: <u>2/23/2025</u>		<div style="border: 1px solid black; padding: 2px; font-size: small;"> Digitally signed by Linda Francis DN: C=US, E=loveku@sbcglobal.net, OU=Francis Consulting, CN=Linda Francis Reason: I attest to the accuracy and integrity of this document Date: 2025.02.23 15:11:29-08'00' </div>
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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

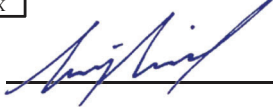
1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
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Signature: <u>Maliha Malik</u> Print Name: <u>Maliha Malik</u> Title: <u>President</u> Telephone No.: <u>951.316.6408</u> Date: <u>2/18/2025</u>		
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4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee Tier _____, if known </div> <div style="width: 45%; font-size: small;"> Verdantas Inc. 41715 Enterprise Circle N, Suite 103, Temecula, CA 92590 </div> </div>		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____		
6. Federal Department/Agency: N/A		
7. Federal Program Name/Description: N/A CFDA Number, if applicable _____		
8. Federal Action Number, if known: N/A		
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12. Amount of Payment (check all that apply) \$ N/A <input type="checkbox"/> actual <input type="checkbox"/> planned		
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		Signature:  Print Name: <u>Simon Saiid, PE, GE</u> Title: <u>Department Leader Senior Principal Engineer</u> Telephone No.: <u>951.252.8013</u> Date: <u>03/06/2025</u>
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4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <u>1st</u> , if known Congressional District, if known _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known _____	
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CFDA Number, if applicable _____	
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12. Amount of Payment (check all that apply) \$ <u>0.00</u> <input type="checkbox"/> actual <input type="checkbox"/> planned	14. Type of Payment (check all that apply) <input checked="" type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
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Signature:  Print Name: <u>Scott Crawford</u> Title: <u>Vice President - Biology</u> Telephone No.: <u>951.369.8060</u> Date: <u>2/19/2025</u>		Authorized for Local Reproduction Standard Form - LLL

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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Signature: <u>Farzad Tasbihgoo</u> Print Name: <u>Farzad Tasbihgoo</u> Title: <u>President</u> Telephone No.: <u>818-929-8162</u> Date: <u>02/20/2025</u>		Authorized for Local Reproduction Standard Form - LLL

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INSTRUCTIONS FOR COMPLETING DISCLOSURE OF LOBBYING ACTIVITIES EXHIBIT

This disclosure form shall be submitted with the Consultant's proposal, and whenever there is a material change to previous filing pursuant to title 31 U.S.C. Section 1352. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

EXHIBIT G

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the Riverside County Transportation Commission ("Commission") funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the Commission with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The Consultant hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the Consultant is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Consultant. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: _____

Title: _____

Company Name: _____

Date: _____



www.cnlm.org

**CONSULTING SERVICES AGREEMENT
San Timoteo Canyon and Sweeney Mitigation Sites (Mid County Preserve)
CNLM Project PNC306**

THIS **CONSULTING SERVICES AGREEMENT** ("**Second Agreement**") is entered into as of March __, 2025 ("**Effective Date**"), by and between the **Center for Natural Lands Management**, a California 501(c)(3) nonprofit corporation (hereinafter "**CNLM**") and the Riverside County Transportation Commission, a government agency of Riverside County, California (hereinafter "**Project Proponent**"), (together, the "**Parties**").

I. RECITALS

- A. CNLM is a nonprofit organization dedicated to the preservation of habitat and native species through effective long-term stewardship of both biological and financial resources. A critical aspect of this stewardship is proper initial planning regarding the necessary on-going and periodic tasks and associated costs. To facilitate this necessary planning, CNLM developed and employs the "Property Analysis Record" ("**PAR**") App ("**PAR App**").
- B. Project Proponent requires the services of a qualified consultant to perform and complete the services described by this Second Agreement.
- C. CNLM has the necessary expertise to perform the services described in this Second Agreement and desires to accept such engagement upon and subject to the terms and conditions of this Second Agreement.
- D. The Riverside County Transportation Commission is requesting that CNLM hold conservation easements and take on the role of long-term stewardship to mitigate impacts from the construction of a new 16-mile highway, the Mid County Parkway (MCP) (the "**Project**"), in the City of San Jacinto and the City of Perris. The mitigation project includes two properties, known as the San Timoteo Canyon Mitigation Site and the Sweeney Mitigation Site (aka MCP Mitigation Site) (together, the "**Properties**"). Together, these properties are intended to become the Mid County Preserve ("**Property**").
- E. San Timoteo Canyon Site is an 8.43-acre CDFW Riparian Watershed Mitigation Area within an 11-acre Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) least Bell's vireo (LBV)/Riparian Mitigation Area.

Consulting Services Agreement
PNC306 San Timoteo Canyon and Sweeney Sites Mid County Preserve

Mitigation will include enhancement of the area, including removal of non-native vegetation and placing signage.

- F. The Sweeney Site is 13.5-acres, within the 100-year floodplain of the San Jacinto River. Mitigation is needed for Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) resources, including riverine areas, Narrow Endemic Plant Species Survey Area (NEPSSA) plants, and Criteria Area Species Survey Area (CASSA) plants. Sensitive plant species include San Jacinto Valley crowscale (federally endangered), spreading navarretia (federally threatened), and smooth tarplant. Mitigation includes removal of non-native vegetation.
- G. The Project Proponent proposes that CNLM will hold conservation easements over the Property, assume perpetual stewardship responsibilities on the Property, and hold the stewardship and conservation easement monitoring, enforcement, and defense endowments. CNLM is considering accepting and performing such roles on the Property.

II. TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, CNLM and Project Proponent hereby agree to enter into a time-and-materials contract as follows:

1. Services to be Performed by CNLM

CNLM shall perform and complete the services ("**Services**") described in this Second Agreement. The Services are described in **Exhibit A (Cost Proposal and Fee Schedule)**, attached hereto.

The Parties to this Second Agreement recognize that individual regulatory agencies - including but not limited to U.S. Fish and Wildlife Service ("FWS"), California Department of Fish and Wildlife ("CDFW"), and U.S. Army Corps of Engineers ("ACOE"), as well as other agencies and both general purpose and special purpose governments, have legal authority to set requirements for the Project. They may change requirements pertaining to the transfer/acquisition of conservation assets and encumbrances affecting either or both Parties during the pendency of this Second Agreement and preparation of the products and documents detailed in the Scope of Work, and accordingly both Parties understand that adjustments in the terms and conditions not currently contemplated by this Second Agreement may be reasonably required in the future.

2. Term of Services

CNLM shall commence and diligently perform the Services to completion as provided in the attached **Exhibit A**. Project Proponent agrees to provide all required and reasonably requested information (as detailed in **Exhibit A**), assistance, and

Consulting Services Agreement

PNC306 San Timoteo Canyon and Sweeney Sites Mid County Preserve

documentation to CNLM in a timely manner. Project Proponent acknowledges that failure to provide timely information to CNLM may result in delay of services or completion of the Services, as described in this Second Agreement.

3. Compensation, Deposit, and Payment Schedule

Project Proponent shall pay CNLM for the performance of the Services on a time-and-materials basis (“**T&M**”) and, prior to commencement of Services by CNLM, Project Proponent shall provide CNLM with a deposit (“**Deposit**”) in the amount equal to fifty percent (50%) of the estimated total compensation for services (“**Estimated Cost**”) specified in **Exhibit B** (Compensation, Deposit, and Payment Schedule), attached hereto, to serve as a source of payment for all or part of the Services performed under this Second Agreement.

4. Project Proponent Obligations and Acknowledgements

With respect to this Second Agreement:

a. Project Proponent acknowledges that CNLM intends to exercise due diligence on the Property and may interview, research, consult, and otherwise communicate with interested parties, including those employed by general and special purpose governments, state and federal agencies, and others, as appropriate.

b. Project Proponent acknowledges that by entering into this Second Agreement, CNLM in no way obligates itself to either acquire or to enter into an agreement to acquire any interest in the Property or to assume any stewardship obligations with respect to the Property.

c. Project Proponent acknowledges that this is not an exclusive services agreement and that CNLM has or may enter into similar agreements with individuals, government entities, and/or other business associations, including some which may share with Project Proponent similar business activities and/or North American Industry Classification System (NAICS) codes.

d. CNLM will not be responsible for any incorrect Project Proponent interpretation or representation of the technical content of the work produced by CNLM, if CNLM has not been provided the opportunity to review and correct such interpretation or representation.

5. Revisions

Any revision to **Exhibit A or B** (Cost Proposal and Fee Schedule, Compensation, Deposit, and Payment Schedule), shall be set forth in writing signed by the authorized representatives of the parties. Such changes will not invalidate this Second Agreement.

6. Representations by CNLM

CNLM represents that its Services under this Second Agreement shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants in its field of specialty under similar circumstances. CNLM represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Second Agreement. CNLM represents that all Services shall be subject to, and performed in accordance with, this Second Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

7. Confidentiality and Non-disclosure; Ownership of Material

a. Unless otherwise directed by Project Proponent, CNLM agrees to hold in strict confidence all information, documents, data and any other materials provided to it by or on behalf of Project Proponent or developed in performance of this Second Agreement ("Confidential Business Information"). CNLM further agrees that CNLM: (1) shall not use such information or data other than for the purposes of this Second Agreement; (2) will take all reasonable steps to restrict the disclosure of such information or data within its own organization to those persons who are directly concerned therewith and who have been informed of CNLM's obligations hereunder; and (3) shall not disclose such information or data to any third party without the prior written consent of Project Proponent.

b. CNLM's obligations under this Section shall survive the expiration or termination of this Second Agreement, but shall not apply to information which: (1) was known to CNLM prior to any disclosure by Project Proponent, as evidenced by suitable written documentation; (2) is or shall become public information through no fault of CNLM; (3) is received by CNLM from a third party having no confidentiality obligation to Project Proponent; or (4) which CNLM is required by law to produce or reveal to any third party through a properly issued subpoena or court order, in which event CNLM shall promptly notify Project Proponent of its receipt of such subpoena or court order at the earliest reasonable opportunity so that Project Proponent can seek an appropriate protective order, and, in the event that such a protective order is not obtained, CNLM furnishes only that portion of the Confidential Information that is legally required to be disclosed.

c. CNLM acknowledges that any unauthorized use or disclosure of the Confidential Business Information, or any threat thereof would likely cause the Project Proponent irreparable harm that could not be fully remedied by monetary damages. So, CNLM agrees that Project Proponent will have the right, in addition to any other remedy available to it, to seek injunctive or other equitable relief from a court of competent jurisdiction, without proof of actual damage as may be necessary to prevent any unauthorized use or disclosure.

d. The Project Proponent shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other 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 CNLM under this Second Agreement.

8. Insurance and Liens

At all times during the term of this Second Agreement, CNLM shall maintain, at its sole cost and expense, the following insurance coverages covering activities performed under, and obligations undertaken in, this Second Agreement:

a. Workers' Compensation, Occupational, Disability Benefit, and similar employee benefit insurance for each of its employees in the amounts required under the law of the state(s) where the Scope of Services will be performed;

b. Commercial General Liability (CGL) insurance, including products and completed operations, personal injury liability, pollution, and broad form contractual liability, and broad form property damage, written on an occurrence form with a minimum combined single limit of \$2,000,000 per occurrence; and

c. Automobile Liability insurance covering any owned as well as hired and non-owned vehicles with a minimum of \$2,000,000 combined single limit.

d. *Additional Insured Status.* The Project Proponent, its officers, officials, and employees shall be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of CNLM including materials, parts, or equipment furnished in connection with such work or operations. CGL coverage shall be provided in the form of an endorsement to the CNLM insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used). This requirement shall only apply to the CGL and Automobile Liability Insurance policies specified above.

e. *Primary Coverage.* For any claims related to this Second Agreement, CNLM's insurance coverage shall be primary insurance as respects the Project Proponent, its officers, officials, and employees. Any insurance or self-insurance maintained by the Project Proponent, its officers, officials, employees, or volunteers shall be excess of the CNLM's insurance and shall not contribute with it.

CNLM represents and warrants that CNLM and its subcontractors will be in compliance with the foregoing insurance requirements at all times during their performance of Services hereunder.

9. Independent Contractor Status and Use of Subcontractors

CNLM shall perform the Services as an independent contractor and is not, and shall not be deemed as, an agent, employee, or representative of Project Proponent. CNLM has no authority to assume or create any commitment or obligation on behalf of or to bind Project Proponent in any respect whatsoever and shall not represent that it has such authority or otherwise hold itself out as having such authority.

Subject to Project Proponent's prior written consent, CNLM may use subcontractors to perform Services under this Second Agreement. Any subcontractor used by CNLM shall not be or act as an agent, employee, or representative of Project Proponent. Any subcontractor used by CNLM shall be qualified and licensed to perform any Services or services as may be requested by CNLM. CNLM is solely responsible for ensuring that all of its contractors, subcontractors, agents, and/or employees abide at all times by the terms of this Second Agreement.

10. Prohibition against Assignment or Delegation

Except as otherwise provided in this Second Agreement, CNLM shall not, without the prior express written consent of Project Proponent, assign, transfer, or delegate any of its obligations or duties under this Second Agreement.

11. Termination

Project Proponent may terminate this Second Agreement for its convenience upon five (5) working days written notice to CNLM. CNLM shall be entitled to all amounts due for Services performed, actual cost of services and materials purchased as of the date of termination, and reasonable costs directly attributable to such termination. Upon receipt of notice of termination, CNLM shall obtain Project Proponent's prior written approval before performing any additional services under this Second Agreement.

If either party is in breach of any provision of this Second Agreement, the non-breaching party may in writing give the allegedly breaching party written notice to cure or remedy such breach within thirty (30) days of receipt of such written notice. If the allegedly breaching party has not cured or remedied the alleged breach within that period, then this Second Agreement may be terminated forthwith upon further written notice.

If this Second Agreement is terminated as provided herein, once CNLM has been paid in full up to the point of termination, Project Proponent may require CNLM to provide all finished or unfinished documents, data and other information of any kind prepared by CNLM in connection with the performance of this Second Agreement. CNLM shall be required to provide the foregoing within fifteen (15) days of the request.

12. Notices

All notices required under this Second Agreement shall be in writing and shall be addressed to the recipient as set forth below. All notices shall be deemed effectively given when delivered, if delivered personally or by couriered mail service; three (3) days after such notice has been deposited in the United States mail postage prepaid, if mailed certified or registered U.S. mail, return receipt requested; or when received by the party for which notice is intended if given in any other manner.

Project Proponent: Attn: Angela Ferreira, Senior Management Analyst
Right of Way
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Email: aferreira@rctc.org
Phone: (951) 787-7141

CNLM: Attn: Isabella Gelmi, Dir. of Administration
Center for Natural Lands Management
27258 Via Industria, Suite B
Temecula, CA 92590
Email: igelmi@cnlm.org
Phone: (760) 731-7793

13. Access

Subject to the terms of this Second Agreement, CNLM is granted access to the Property as required to perform such physical inspections, surveys, and studies, and review such other matters related to the Property as CNLM deems necessary or appropriate for its review of the Property. CNLM shall have the legal right and reasonable ability to enter upon the Property during normal business hours for the purpose of conducting such inspections, surveys, and studies. CNLM shall not enter the Property without providing Project Proponent with at least forty-eight (48) hours advance notice unless otherwise agreed by the parties to this Second Agreement. CNLM shall leave the Property in the same condition in which it was found, reasonable wear and tear excepted, and shall repair any damage to the Property as a result of CNLM's entry thereon.

14. Dispute Resolution

In the event a dispute shall arise between the parties to this Second Agreement, the parties shall attempt to resolve such dispute by negotiating in good faith. If the dispute is not resolved through such negotiation, the parties may agree to submit the dispute to nonbinding mediation. Otherwise, the parties may pursue any other available legal remedy.

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15. Force Majeure

Neither party hereto shall be liable to the other for its failure to perform under this Second Agreement when such failure is unavoidable and caused by strikes, accidents, acts of God, fire, war, flood, governmental restrictions, pandemics, or other similar cause beyond the control of the party charged with performance and which directly impacts that party's ability to perform; provided that the party so unable to perform shall promptly, within five (5) days, advise the other party of the extent of its inability to perform. Any suspension of performance by reason of this Section shall be limited to the period during which such cause of failure exists.

16. Nonwaiver

No provision of this Second Agreement shall be waived, by conduct or otherwise, except in writing signed by both parties. No assent or waiver, whether expressed or implied, of any breach of any one or more of the covenants, conditions, or provisions set forth in this Second Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other covenant, condition, or provision hereof.

17. Successors

This Second Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors, agents, representatives, heirs, and assigns. However, nothing herein shall be deemed to permit an assignment or delegation by CNLM in contravention of Section 10, above.

18. Nondiscrimination

During the performance of this Second Agreement, CNLM and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the basis of race, color, national origin, religion, creed, gender, gender identity, physical or mental disability (including HIV and AIDS), medical condition (cancer-related or genetic characteristics), ancestry, marital status, age (40 and above), sexual orientation, citizenship, denial of family or medical care leave, or status as a covered veteran (special disabled veteran, Vietnam-era veteran, or any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized).

CNLM and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CNLM and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) *et seq.*) and the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Second

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Agreement by reference and made a part hereof as if set forth in full. CNLM and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Second Agreement.

CNLM shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Second Agreement.

19. Applicable Law; Prevailing Wage

a. The validity of this Second Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder shall be governed and interpreted in accordance with the laws of the State of California.

b. Prevailing Wages. By its execution of this Second Agreement, CNLM certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"). CNLM shall comply with all applicable provisions of the Prevailing Wage Laws.

20. Severability

If any provision of this Second Agreement shall be adjudged invalid by any court, the remaining provisions of this Second Agreement shall remain valid and enforced to the full extent permitted by law.

21. Integrated Second Agreement

This Second Agreement, including the Exhibits attached hereto, contains the entire understanding and agreement between the parties, sets forth all the rights and duties of the parties with respect to the subject matter hereof, and replaces and supersedes all previous agreements or understandings, whether written or oral, relating thereto. No modification of this Second Agreement or any of its terms shall be effective unless in writing and signed by the duly authorized representatives of the parties.

22. Time

Time is expressly of the essence with respect to this Second Agreement.

23. Counterparts

The parties may execute this instrument in two counterparts, which shall, in the aggregate, be signed by CNLM and Project Proponent; each counterpart shall be deemed an original instrument as against any party who signed it.

The terms and conditions incorporated herein are a material part of this Second Agreement. CNLM and Project Proponent have read and fully understand each and all of the terms and conditions set forth above.

24. Electronically Transmitted Signatures.

A manually signed copy of this Second 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 Second Agreement for all purposes. This Second Agreement may be signed using an electronic signature.

25. Accounting Records. CNLM shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Second Agreement. All such records shall be clearly identifiable. CNLM shall allow a representative of Project Proponent during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Second Agreement. CNLM shall allow inspection of all work, data, documents, proceedings, and activities related to the Second Agreement for a period of three (3) years from the date of final payment under this Second Agreement.

26. Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Second Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

27. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Second Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

SIGNATURES ON FOLLOWING PAGE

CENTER FOR NATURAL LANDS MANAGEMENT

By signing this Second Agreement, the undersigned agrees that he/she is a duly authorized agent of CNLM and is authorized to enter into this Second Agreement.

Isabella Gelmi
Corporate Secretary

Date _____

ATTEST :

By : _____ Date : _____

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.

PROJECT PROPONENT

By signing this Second Agreement, the undersigned agrees that he/she is a duly authorized agent of the Project Proponent and is authorized to enter into this Second Agreement.

Aaron Hake, Executive Director

Date _____

APPROVED AS TO FORM:

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

Consulting Services Agreement
PNC306 San Timoteo Canyon and Sweeney Sites Mid County Preserve

Exhibit A: Cost Proposal and Fee Schedule

Summary of Project Costs:

I&C: \$270,239
Endowment: \$1,606,292
\$1,876,531

All tasks from the execution of this Agreement between Riverside County Transportation Commission and CNLM up to the execution of the Stewardship Endowment Management Agreement and recording of the Conservation Easements.

Table 1. Hourly Compensation Rates and Other Costs for Transaction Tasks*

Staff Position (Labor) or Item**	Rates
General Counsel	\$345/hr
Director of Conservation Science and Stewardship	\$286.50/hr
Director of Administration	\$286.50/hr
Land Acquisitions Project Manager	\$245/hr
Preserve Manager	\$195/hr
Mileage Rate:	\$1.35/mile

* Rates subject to change annually each October. Rates listed above are valid until October 1, 2025.

** CFO position is not included as that position is covered by overhead/indirect cost. All staff hourly rates include overhead (i.e., it is an inclusive rate, overhead is not applied on top of this rate.)

Exhibit B: Compensation, Deposit, and Payment Schedule

1. Compensation

Under this Agreement, CNLM will provide services on a time-and-materials basis. Project Proponent agrees CNLM will be compensated at agreed rates, for actual work performed, travel time, expenses incurred, and materials used in performing the Services in **Exhibit A (Cost Proposal and Fee Schedule)**.

Fees will be charged to Project Proponent at the rates shown under Hourly Rates below, and/or as provided via invoices presented to CNLM by its subcontractors, if any.

Project Proponent agrees to pay CNLM an amount up to **Twenty-Three Thousand Six Hundred Ninety-Four and 18/100 Dollars (\$23,694.18)**, the estimated total ("**Estimated Cost**"). This is a not-to-exceed without permission cost estimate based on the tasks covered in **Exhibit A**.

a. Other Costs and Expenses

CNLM will request reimbursement for direct expenses or services incurred including, but not limited to, mileage, travel, lodging, meals and incidental, postage/shipping and copies. [CNLM Mileage Rate is \$1.35/mile]

2. Deposit

Fifty percent (50%), or **Eleven Thousand Eight Hundred Forty-Seven Dollars and 09/100 (\$11,847.09)**, of the Estimated Cost will be due upon Project Proponent's execution of this Agreement ("**Initial Deposit**") to be applied against CNLM's invoices. No additional payments will be due to CNLM until the Initial Deposit is exhausted.

Please send the Initial Deposit to: **Center for Natural Lands Management, 27258 Via Industria, Suite B, Temecula, CA 92590**. Please include the project name and number on the check.

3. Payment Schedule

CNLM may submit monthly invoices for services performed. Alternatively, CNLM may, at its sole discretion, submit a final invoice as part of escrow.

All amounts invoiced not credited against the Initial Deposit shall be considered due and payable upon receipt. Payments delinquent thirty (30) days or more will accrue interest at the annual rate of 12% on the balance due until paid in full. Payments delinquent 45 days or more will be cause for CNLM, at its sole discretion, to suspend all work on behalf of the Project Proponent until all outstanding invoices are paid in full.

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Project Proponent agrees to hold CNLM harmless from all liability that may arise as a result of suspension of work due to Project Proponent's non-payment of fees.

Invoicing Instructions:

Invoices issued to:	Attn: Angela Ferreira, Senior Management Analyst Riverside County Transportation Commission 4080 Lemon Street, 3 rd Floor Riverside, CA 92501 Email: AFerreira@rctc.org Phone: (951) 505-4620
Send invoices to:	Attn: Accounts Payable Riverside County Transportation Commission 4080 Lemon Street, 3 rd Floor Riverside, CA 92501 ap@rctc.org Phone: (951) 505-4620
For invoicing questions, contact:	Angela Ferreira (951) 505-4620 AFerreira@rctc.org
Other instructions:	<i>[if applicable, insert specific invoicing instructions]</i>

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	David Thomas, Toll Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Interstate 10 San Gorgonio Pass Area Proposed Mobility Improvement Projects

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 25-31-091-00, with WSP USA Inc. (WSP) for completion of a Design Engineering Evaluation Report (DEER) for Ramp Metering on the Interstate 10 (I-10) San Gorgonio pass area (Pass Area) in the amount of \$1,000,000, plus a contingency amount of \$100,000, for a total amount not to exceed \$1,100,000;
- 2) Approve Agreement No. 25-31-090-00, with WSP USA Inc. (WSP) for completion of a Project Study Report-Project Development Support (PSR-PDS) for Express Lanes on the I-10 Pass Area in the amount of \$2,438,760, plus a contingency amount of \$244,000, for a total amount not to exceed \$2,682,760;
- 3) Approve an agreement with Caltrans for quality management services in support of a PSR-PDS for Express Lanes on the I-10 Pass Area in the amount not to exceed \$300,000;
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 5) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amounts as required for these services.

BACKGROUND INFORMATION:

At its 2023 Commission Workshop, staff was directed to evaluate the feasibility to implement Express Lanes on I-10 through the Pass Area. Subsequently, staff was also asked to consider the feasibility and effectiveness of implementing Coordinated Adaptive Ramp Metering (CARM) within the same limits.

At its 2025 Commission Workshop, staff presented the results of the above-referenced feasibility studies and received the following direction:

1. Prepare a DEER for the I-10 Pass Area Ramp Metering; and
2. Prepare a PSR-PDS for the I-10 Pass Area Express Lanes.

Both of these efforts are considered project initiation documents and represent the next phase of project development for each project.

I-10 Pass Area

The I-10, situated between State Route 60 and SR-111, currently operates as an eight-lane freeway, with four lanes allocated for each direction of travel. The I-10 fulfills a variety of transportation needs: it provides connections to several local arterial roads that cater to the burgeoning populations of Banning and Beaumont, facilitates both commuter and leisure travel to the Morongo Casino, Cabazon Outlets and the tribal lands, serves as a crucial corridor for regional and national travel and commerce, and stands as the sole freeway link between the Inland Empire Basin and the Coachella Valley.

Operations within the corridor were found to be fairly unique: weekday AM and PM commuter traffic is generally free-flow with the greatest mainline congestion experienced over the weekends. Fridays see building demand in the eastbound direction as travelers head to desert recreational destinations and congestion is evident in the westbound direction on most Sundays as travelers return. Within this general traffic pattern there is a high degree of volatility; operational breakdowns occur occasionally during mid-week travel and some seasonal weekend travel is free from congestion. Existing conditions along this stretch of the corridor are further characterized below for three distinct segments.

Segment 1 – Beaumont to Banning

The adjacent cities of Beaumont and Banning are growing, and this is leading to increased congestion on this segment of I-10. There are a total of nine local street interchanges and one freeway junction (I-10/SR 60) within the eight mile stretch of I-10 within Beaumont and Banning. The close proximity of these interchange ramps, non-standard features, and closely spaced intersections on the local streets are contributing factors to intermittent congestion on I-10 on typical weekdays and weekends.

Segment 2 – Banning to Cabazon

This five-mile segment of I-10 includes a California Highway Patrol (CHP) truck weigh station and three local interchanges that provide access to the Morongo Casino, Cabazon Outlets and tribal lands. Traffic is generally free-flow with intermittent congestion experience on weekdays. Traffic is generally free-flow on weekends except westbound on Sundays which experiences recurring delays primarily attributed to the heavy corridor demand and trips from shopping and recreational areas in Cabazon.

Segment 3 – Cabazon to SR-111

The final five-mile segment can be characterized as rural containing only one local street interchange in addition to the I-10 junction with SR-111. Traffic is generally free-flow on

weekdays and weekends with the exception of moderate congestion experienced in the westbound direction on Sundays.

One of the unique aspects of the I-10 Pass Area corridor is that it serves as the primary access for various special events in the Coachella Valley. Depending on the size of the venue, these events can attract significant attendance and contribute to significant delays on I-10 in addition to the recurring delays.

Without any significant improvements, it is projected that travel time along this 18-mile corridor will exceed 60 minutes on westbound I-10 on Sundays on a recurring basis by 2035. By 2055, recurring travel time on westbound I-10 on Sundays is projected to be more than two hours. Recurring travel time on eastbound I-10 on Fridays is also projected to be more than two hours by 2055. In both 2035 and 2055, I-10 would operate with minimal delay on typical weekdays but still experience intermittent periods of delay due to reasons stated above.

There are currently several projects identified in Measure A or under development by others that would provide some level of mobility improvement along the I-10 Pass Area corridor. These include: I-10 Eastbound Truck Climbing Lane (San Bernardino county line to SR-60); I-10/SR-60 Interchange Improvements; I-10/SR-79 (Beaumont Avenue) Interchange Improvements; I-10 Highland Springs Avenue Interchange Improvements; Cabazon Connector; Pennsylvania Avenue Grade Separation; Hargrave Street Grade Separation; Sun Lakes Boulevard Extension; and Coachella Valley Rail. There is currently a significant funding gap to deliver these projects already planned within the I-10 Pass Area corridor.

DISCUSSION:

CARM and Ramp Metering

The managed freeways concept – also known as managed motorways or smart freeways – was initially developed by the Victoria Department of Transport and Planning (VicDTP) in Melbourne, Australia in the late 2000s. The managed freeways concept applies a comprehensive, holistic approach to operating freeways to optimize traffic flows and reduce congestion. CARM is a component of managed freeways that would manage the flow of traffic entering I-10 from local ramps as a system of interconnected ramp meters by dynamically monitor mainline traffic volumes aimed at reducing the duration and severity of bottlenecks along the corridor. Currently, the Commission is working with Caltrans on a pilot project to implement a CARM system on three ramps on northbound I-15 in Temecula with results expected over the next two to three years. The results of this pilot project will inform decisions for future implementation of this CARM system in California.

One of the main features of CARM is the installation of ramp meters at local street onramps. Ramp meters, even operating independently, offer a benefit of helping to maintain free-flow conditions on the mainline. As part of the CARM feasibility study, the closely spaced ramps within the cities of Beaumont and Banning were evaluated for ramp meter installation to determine

ramp storage capacity for metering. A total of 9 out of 17 onramps within the study limits do not provide adequate storage for implementing ramp metering in a CARM system and will require widening and other civil improvements.

While successful results are expected from the I-15 Temecula CARM pilot project, the final outcome is still uncertain along with Caltrans adoption for future implementation. Therefore, Staff recommends moving forward with an initial ramp metering project that would be compatible with both a Caltrans operated system or future implementation of CARM if approved by Caltrans. The total escalated cost to implement ramp meters without CARM is estimated between \$37 million-\$46 million based on an implementation year of 2030.

The next step in the project development process for a ramp metering project is to prepare a DEER. No cooperative agreement with Caltrans will be required as there is no cost for Caltrans support for this effort. A sole-source contract with WSP in the amount of \$1,000,000, plus a contingency amount of \$100,000, for a total amount not to exceed \$1,100,000 is recommended. Staff recommends this to be in the best interest of the Commission for efficiency due to WSP's efforts and familiarity with the I-10 CARM feasibility study as well as their expertise with CARM as the Commission's lead consultant on the I-15 Temecula pilot project.

Express Lanes

Express lanes would offer an alternative to drivers through the I-10 Pass Area and provide several benefits in this unique corridor where other travel options are not available:

- Reliable travel time for a fee
- Support buses, carpools, emergency responders
- Greater separation between cars and trucks
- Detour for emergency conditions
- Potential funding source for financing a portion of the project cost


The I-10 Express Lanes feasibility study evaluated a range of alternatives to provide one or two express lanes in each direction. Preliminary traffic analysis indicates that implementation of express lanes within this corridor not only provides express lanes that travel at free-flow conditions but also improves travel time in the general-purpose lanes by 60 minutes or more on eastbound I-10 on Fridays and westbound I-10 on Sundays in 2055. The total escalated cost to implement express lanes on I-10 through the Pass Area is estimated between \$800 million-\$1.2 billion based on an implementation year of 2035. The year 2035 is identified for cost estimation purposes only. It is premature to assume an implementation date. The project must go through a PSR-PDS, environmental study pursuant to state and federal laws, financial modeling and financing, tolling agreements with Caltrans and the Federal Highway Administration, and design and construction.

Staff recommends moving forward with the next step in the project development process for an Express Lanes project which is to prepare a PSR-PDS. A cooperative agreement with Caltrans will be required for a total amount not to exceed \$300,000. A sole-source contract with WSP in the

amount of \$2,438,760, plus a contingency amount of \$244,000, for a total amount not to exceed \$2,682,760 is recommended. Staff recommends this to be in the best interest of the Commission for efficiency due to WSP's efforts and familiarity with the I-10 express lanes feasibility study.

FISCAL IMPACT:

Funding for the I-10 Ramp Metering DEER and the I-10 Express Lanes PSR-PDS, including the cost for Caltrans support, has been identified from Measure A Economic Development funds.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27	Amount:	\$2,041,380 \$2,041,380
Source of Funds:	Measure A – Economic Development			Budget Adjustment:	No
GL/Project Accounting No.:	682331 81101 00000 0000 268 67 81101			\$1,100,000	
	682330 81101 00000 0000 268 67 81101			\$2,982,760	
Fiscal Procedures Approved:				Date:	05/28/2025

Attachments:

- 1) Draft WSP Agreement No. 25-31-091-00 for Implementation of Ramp Metering on I-10 Services
- 2) Draft WSP Agreement No. 25-31-090-00 for Implementation of Express Lanes on I-10 Services
- 3) Sample Caltrans Agreement for Quality Management Services in Support of a PSR-PDS

Agreement No. 25-31-090-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
WSP USA INC.
FOR
THE IMPLEMENTATION OF
I-10 EXPRESS LANES PSR PDS SERVICES PROJECT**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **WSP USA 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 implementation services of I-10 Express Lanes PSR PDS 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 implementation services of I-10 Express Lanes PSR PDS ("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 implementation services of I-10 Express Lanes PSR PDS 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. Commission has authorized Consultant to commence performance of the Services by a "Notice to Proceed". Consultant agrees that Services already performed pursuant to the "Notice to Proceed" shall be governed by all the provisions of this Agreement, including all indemnification and insurance provisions.

The Consultant shall commence work upon receipt of a written "Notice to Proceed" from the 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 30th 2027 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 Brad Slawson, Vice President-Civil Engineer 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: Brad Slawson, Vice President-Civil Engineer

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 set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 17.10 shall not be exceeded, unless authorized by a written amendment. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(a) Annual Escalation. Price escalation in the not to exceed amount of 5% may be applied to the hourly rates set forth in Exhibit "C" at the beginning of each calendar year this Agreement is in effect, subject to the following. The initial escalation will be applied starting January 1, 2026, but only if the Effective Date occurs by July 1, 2025. If the Effective Date is after July 1, 2025, the initial escalation will be applied starting January 1, 2027. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

17.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of **One hundred seventy-four thousand and four hundred dollars (\$174,400)**

The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

17.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

17.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

17.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19 Termination.

17.8 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

17.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

17.10 The total amount payable by Commission including the fixed fee shall not exceed Two million, four hundred thirty-eight thousand, seven hundred fifty-one dollars and thirteen cents (\$2,438,751.13)

17.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.12 Consultant shall not be reimbursed for any expenses not included in the approved Cost Proposal unless authorized in writing by the Commission's Contract Administrator.

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

17.14 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.

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 "C" 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 "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". 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.

(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 shall be eliminated as respects the Commission, its directors, officials, officers, employees and agents.

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 review complete, certified copies of all required insurance policies at a local office of Consultant during normal business hours.

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 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:
WSP USA INC.
11870 Pierce Street
Ste. 160
Riverside, CA 92505
Attn: Brad Slawson

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.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT WSP USA INC. By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

Draft

PROJECT BACKGROUND

RCTC, in coordination with Caltrans District 8, is preparing a Project Study Report – Project Development Support to initiate the implementation of express lanes on I-10 between SR-60 and SR-111 through the San Geronio Pass. This Caltrans Project Initiation Document (PID) was recommended from the I-10 Express Lanes Feasibility Study, completed in March 2025.

The PID is intended to define the project's Purpose and Need and to scope the resources and schedule necessary to complete preliminary engineering design and environmental analysis in the upcoming Project Approval & Environmental Document (PA&ED) phase. Express lane alternatives to be analyzed in the PID are as follows:

- Alt 1: 1-lane Express Lane via 1-lane widening
- Alt 2: 2-lane Express Lane via 1-lane widening and 1 general-purpose lane conversion
- Alt 3: 2-lane Express Lane via 2-lane widening

Project-wide Assumptions

- 18-month project duration
- Caltrans deliverables will receive one draft review and one final review to ensure previous comments were incorporated appropriately

TASK 1 - PROJECT MANAGEMENT & COORDINATION

This task involves initial project set-up and managing the project team and schedule through the PID phase, which is expected to take 18 months to complete. Project management includes regular coordination with RCTC and Caltrans to facilitate decision making as well as managing the review and approval of various project deliverables. WSP will facilitate monthly Project Development Team (PDT) meetings (18 meetings, conducted online) with agendas, meeting materials, and recorded minutes. WSP will maintain a current list of open and closed action items for tracking purposes. Bi-weekly coordination meetings and/or technical focus meetings (up to 50) are also anticipated with RCTC and project staff, as needed, to share progress and coordinate technical information exchange.

This task includes developing the Project Management Plan (PMP), which includes as attachments a Quality Management Plan (QMP), Risk Management Plan, and Communication Plan. WSP will also create and maintain a project schedule for the PID phase in Microsoft Project. Task 1 provides the framework for providing quality deliverables with a specific focus on maintaining budget and schedule.

Key Assumptions

- 18-month project management required

Deliverables

- Project Management Plan (PMP) w/ QMP, Risk, & Communication Plans
- Project Schedule & Task List
- Meeting Agendas, Attendance, Meeting Minutes and Notes
- Monthly Progress Reports and Invoices

TASK 2 – DATA COLLECTION, BASE MAPPING AND INITIAL SCOPING

Data collection activities will include efforts to request, obtain, and review existing reports, data, and mapping within the project corridor. Planned improvements or changes to transportation and major land-uses will be documented as well. Base mapping of existing utilities will be completed from available electronic files and observations from aerial or street-view imagery. No requests to utility owners are anticipated at this phase. A desktop initial site assessment (ISA) will be completed for the project corridor, searching online databases to identify potential locations of hazardous materials. A geological hazard review will be conducted with Caltrans assistance to locate documented geological issues along the alignment. These issues and other environmental constraints identified from online record searches will be shown on the Environmental Constraints Map, used to facilitate decision making during alternatives development. To expedite preparation and improve usability, this map will utilize existing 200-scale strip-map cut-sheets used in the previous Feasibility Study.

Base mapping for design and exhibits will use available aerial imagery. It is assumed, topographic mapping is available from recent Caltrans projects and will be used as a supplemental design aid. Existing mainline, ramp, and crossing arterial alignment data will be referenced or reconstructed from available electronic as-builts or files. State right-of-way will be delineated in the project basemap using electronic as-builts and supplemented with available county parcel data along I-10 and at local interchanges.

WSP will assist Caltrans in completing the Transportation Planning Scoping Information Sheet at project onset by providing required project information and data. WSP will also coordinate with Caltrans resources to conduct a Climate Change Screening to assess climate change risk and potential mitigations at the project location.

Key Assumptions

- Caltrans will provide electronic basemap, design files, and asbuilts associated with the recent I-10 “Tune-Up” safety improvement project
- Right-of-Way at this phase is preliminary and based on best available data and does not include survey or acquisition of individual title reports
- Caltrans Design will be responsible for the TPSIS; utilizing WSP staff to provide required project data and forms.

Deliverables

- Hazardous Waste Initial Site Assessment (ISA)
- Existing Conditions / Environmental Constraints Map
- Initial TPSIS (by Caltrans, with WSP assistance)

TASK 3 – ALTERNATIVE DEVELOPMENT

This task begins with assisting the PDT in drafting an initial project Purpose and Need Statement to identify the transportation needs and specific project purpose that will define the scope of proposed alternatives. This activity includes collaboration with Caltrans, the cities, and regional stakeholders to achieve consensus on the Purpose and Need Statement. Up to three online workshops are anticipated to provide key members of the PDT background information on the findings of the previous I-10 Express Lanes Feasibility Study, to confirm the Purpose and Need, and to concur on the range of alternatives to be included in the PSR-PDS.

The three alternatives described above in the introduction will be further developed during the PSR-PDS phase. Alternatives 1 and 2 both require one lane of freeway widening and are therefore expected to have similar geometric layouts and impacts. These two alternatives represent the “low-build” conditions proposed for the PA&ED phase. Alternative 3 requires two lanes of mainline widening and therefore represents the “high-build” conditions within the range of alternatives to be studied during PA&ED.

At 11 of the local interchanges between SR-60 and SR-111 the team will design and evaluate a “low-build” and “high-build” condition to represent the potential range of improvements to be evaluated during PA&ED. Design of the local interchange improvements will primarily be driven by necessary modifications to accommodate mainline widening. Additional improvements may also include refinements related to local safety concerns and/or intersection operational deficiencies, as well as implementing appropriate complete street components within the State ROW. To remain feasible, design of the ‘high-build’ interchange improvements will typically avoid reconstruction of mainline undercrossing structures as well as impacts to sensitive adjacent properties.

Several transportation planning projects are currently underway for local interchanges and arterials within the project corridor. It is not the intent of this express lane PSR-PDS to design or refine those concepts or plans. Where conceptual designs are available, planned projects will be represented as “by Others” and included for discussion within the PSR-PDS report.

As part of the alternative design process, WSP will conduct a utility impact assessment, climate change analysis, and a high-level hydraulic review to inform the cost estimate and scope of work for the PA&ED phase. The team will also develop preliminary Traffic Management Plan worksheets, conceptual staging approach, and draft Right-of-Way Data Sheets for use in the

I-10 Express Lanes PSR-PDS – Draft Scope of Work

April 25, 2025

PSR-PDS Report. Existing and proposed complete street features within the project footprint will be documented in the Complete Streets Decision Document (CSDD).

Key Assumptions

- Caltrans concurs on three mainline build alternatives and applying the “low-build” / “high-build” approach for capturing the potential range of improvements at local interchanges.
- Separate utility, drainage or stormwater plans are not included; major utility, drainage, and stormwater features will be identified on project layout sheets.
- Separate right-of-way impact exhibits are not included; right of way requirements will be noted on project layout sheets.

Deliverables

- Alternative Strip Maps
- Preliminary TMP Worksheets
- Right-of-Way Data Sheets
- CSDD

TASK 4 – TEPA

This task includes a corridor-level Traffic Engineering Performance Assessment (TEPA) containing analysis of the build and no-build alternatives, based on existing available traffic data (both PEMS/Streetlight data) and is focused on identifying major performance deficiencies and verifying that the proposed scope of improvements should satisfy the Purpose and Need.

A methodology memorandum will be developed for District 8 review prior to modeling and analysis. Collision analysis will be conducted for the raw or summary accident data provided by the Caltrans traffic team. The TEPA will use the current RIVCOM network model to develop existing and design year volumes for four peak periods unique to this corridor: Weekday AM, Weekday PM, Friday PM, and Sunday Mid-day. Traffic volumes and corresponding operational analysis will be conducted using Highway Capacity Manual (HCM) methodologies for I-10 mainline segments within and between local intersections from SR-60 and SR-111. Although ramp volumes will be developed, intersection level-of-service analysis is not included during the PID-phase. However, the ISOAP Step 1 screening process will be completed for all impacted intersections utilizing available site data to conduct appropriate safety and feasibility assessments. Intersection concepts identified by the ISOAP Step 1 screening process will be incorporated into the low-build / high-build range of local intersection improvements discussed in Task 3.

An Express Lane system utilizes congestion-based toll pricing to ensure free-flow speeds in the managed lane system. Preliminary toll prices and expected demand volumes will be documented in the TEPA but are subject to change in future studies. Variations on pricing strategies will be explored to understand sensitivities and explore potential tolling plans;

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however, only one tolling scenario per alternative will be included in the full mainline operations analysis.

Key Assumptions

- Future volumes for build and no-build alternatives will be developed for the four peak periods of design year (2055).
- A variation of Alternative 2 that eliminates weekday toll collection will be assessed separately within the TEPA; mainline volumes during the affected peak periods will be developed for discussion purposes.
- TEPA does not include operational analysis at intersections within the project corridor; but does include screening at up to 20 impacted intersections as part of the ISOAP Step 1 process.

Deliverables

- Methodology Memorandum
- Draft & Final TEPA

TASK 5 – PEAR

WSP will develop a Preliminary Environmental Analysis Report (PEAR) for review by Caltrans and as an attachment to the PSR-PDS Report. This Caltrans-specific document is used to scope the environmental efforts required for the PA&ED phase for the alternatives featured in the PSR-PDS. Sub-tasks include an Initial Noise Study, Initial Biology Study, Initial Records and Literature Search for Cultural Resources, Initial Paleo Study, Initial Air Quality Study, Initial Water Quality Study, and an Initial Community Impact Assessment to assist the preparation of the PEAR. These listed items are each a brief review of available records and data by subject matter experts to determine the range and complexity of future environmental studies and are not standalone Caltrans submittals. The PEAR will also address scenic resources and landscaping as well as initial NEPA/404 coordination.

Detailed environmental analysis is not to be conducted at this phase; in addition, environmental consultation with local, regional, state, and federal agencies is not anticipated to be required for this task. Caltrans will provide access to existing documents from previous corridor projects that are relevant to the screening process.

Key Assumptions

- In general, site visits are not included as part of the screening analysis; identification of environmental resources and constraints will be based on readily available data sources.

Deliverables

- Draft / Final PEAR Report

TASK 6 – PSR-PDS Report

Following the Project Development Procedures Manual (PDPM) and PSR-PDS template, WSP will assemble a PSR-PDS report and attachments to document the range of alternatives proposed for the PA&ED phase. In addition to the TEPA, PEAR, TMP, and CSDD covered in previous tasks, the PSR-PDS will also include separate submittal of a Stormwater Data Report (SWDR) to compile necessary information on the existing corridor and proposed improvements. The level of detail for the SWDR at the PSR-PDS phase will be to estimate resources needed to complete the PA&ED; with a focus to determine right-of-way needs and project costs due to stormwater treatment requirements.

Other attachments include the Design Standard Risk Assessment (DSRA) to identify proposed non-standard features as well as the Vehicle Miles Traveled (VMT) Decision Document, a risk assessment to determine the project's potential to induce VMT and require induced travel analysis. A PSR-PDS Structure Checklist will be completed for structures identified as impacted by the proposed project improvements. WSP will also develop Preliminary Cost Estimates for each alternative. These cost estimates may be displayed as ranges reflecting the range in costs between the "low-build" and "high-build" variations at the local interchanges. The primary intent of the PSR-PDS cost estimate is to estimate the support costs that will be needed to complete the Environmental phase and support the financial analysis in Task 8.

Roadway Cross Sections will be developed for the proposed mainline for each of the build alternatives. In addition, one cross section will be developed for each impacted arterial street to demonstrate proposed typical road, bike, and pedestrian features. Layout Plan Sheets will be 200-scale 11x17" cut-sheets documenting the proposed roadway improvements displayed over existing aerial photography.

With input from the PDT, WSP will develop and track a qualitative Project Risk Register, to be included as an attachment and summarized in the report. Task 6 includes authoring the draft PSR-PDS Report, circulation and review of the draft report among agency discipline leads, as well as comment resolution and updates to secure approval.

Key Assumptions

- VMT Decision Document assumes no VMT-specific traffic modeling at this phase. NCST Calculator will be used to estimate baseline induced demand.

Deliverables

- SWDR
- DSRA
- VMT Decision Document
- Structures PSR-PDS Checklists

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- Preliminary Cost Estimates
- Project Risk Register
- Draft / Final PSR-PDS Report

TASK 7 – STAKEHOLDER & PUBLIC OUTREACH

Under this task, WSP will develop and update a Public Engagement Plan (PEP), adhering to the current Project Development Procedures Manual (PDPM) guidelines and the Equitable Public Engagement Guidance for Project Initiation Appendix D, which will include thorough stakeholder identification, tailored engagement strategies, and feedback integration plans for the PID & PA&ED phases. Practical engagement will include the creation and maintenance of a project webpage on the RCTC website, in collaboration with RCTC's outreach staff, and the provision of content for up to ten targeted social media posts and polls. WSP will prepare for and attend up to four strategically selected in-person local events within the project's impact area, providing project information and gathering public feedback through 'pop-up' tables. Translation of outreach materials, if needed, will be provided by RCTC. This task also includes preparation and attendance of two focused stakeholder presentations, conducted online, with the intention of sharing project information and soliciting input. A system for documenting and integrating all public and stakeholder feedback will be implemented, culminating in a detailed report outlining the feedback received and its influence on the project.

Key Assumptions

- RCTC will have the necessary technical resources and personnel to implement website updates and social media posts provided by WSP; and will provide access to social media platform analytics as they relate to project posts.
- RCTC will provide translation services, if required, for meetings, outreach materials, or website/social media updates.

Deliverables

- Public Engagement Plan (PEP)
- Online Presence & Social Media Posts (via RCTC)
- Materials for In-Person "Pop-Up" Events
- Outreach Summary Report w/ Comments Log

TASK 8 – TOLLING & SIMULATION

Conceptual design of Express Lanes facilities requires additional traffic and pricing strategy analysis. Therefore, this task includes tolling analysis further iterating on scenarios explored during the Feasibility Study as well as the use of an enhanced traffic simulation tool, VISSIM, to evaluate proposed operational changes at key locations within the project corridor.

Traffic and Revenue (T&R) modeling under this task will include further evaluation of tolling for

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alternatives explored during the Feasibility Study. This will include pricing scenarios that reduce or eliminate tolls during certain periods of travel. Results of this analysis will inform assumptions carried into the TEPA. A preliminary Concept of Operations memorandum will also be prepared to define the ConOps activities required during the PA&ED phase. Also under this task, the sketch-level Gross-to-Net Revenue and Financial Performance analysis conducted during the Feasibility Study will be refreshed with updated T&R data for RCTC internal use. A funding landscape analysis is included as well to identify potential federal, state, and regional funding opportunities for this important and unique transportation corridor.

This task includes traffic simulation modeling for three distinct locations on the project corridor:

- The west end of the proposed Express Lanes (incl. SR-60 and Beaumont Blvd ramps)
- The east end of the proposed Express Lanes (incl. Haugen-Lehmann ramps)
- One mid-corridor location representing 'typical operations' within the Express Lanes

At this early phase, the VISSIM model is intended as a design tool to test and compare complex operations between design variations. This task includes limited data collection to roughly calibrate and prepare the VISSIM model. Although simulation models will be built for all three alternatives at all three locations listed above, simulation runs will only be completed for specific directions, peak periods, and tolling scenarios for the design year, as directed by RCTC and the design team. This task assumes approximately 30 distinct simulations, including no-build comparisons; please see Exhibit A for a matrix of potential VISSIM scenarios. Coordination between the traffic and roadway teams will iterate design to optimize operations. Various metrics derived from VISSIM, such as lane speeds, vehicle mix densities, and truck specific data will be used to demonstrate typical improvements in operations, especially within the remaining general-purpose lanes. A VISSIM Results Memorandum will summarize the tool's use and document the performance metrics and operational benefits analyzed in each build alternative.

Key Assumptions

- Financial analysis during the PID phase will be limited to updating the financial model developed during the Feasibility Study by refining underlying tolling, economic, and pricing assumptions to estimate future costs and revenue generated by the project alternatives.
- VISSIM models will be roughly calibrated with available speed and observational data.

Deliverables

- VISSIM Results Memorandum
- Preliminary Con-Ops Memorandum
- Updated Financial Feasibility Memorandum
- Financial Landscape Analysis Memorandum

Exhibit A - Potential VISSIM Modeling Scenarios

Scenario	Weekday AM (WB Only)			Weekday PM (WB Only)			Sunday MD (WB Only)		
	West	Middle	East	West	Middle	East	West	Middle	East
Existing Calibration (2025)	1	1	3	1	1	3	1	1	1
No-Build (2055)	1	1	3	1	1	3	1	1	1
(1) 1-Lane EL (2055)	1	1	3	1	1	3	1	1	1
(2a) 2-Lane EL + GP Conv (2055)	1	1	2	1	1	3	1	1	1
(2b) 2-Lane EL + GP Conv, weekday free (2055)	2	2	3	3	3	3			
(3) 2-Lane EL (2055)	3	3	3	3	3	3	2	2	2

rationale: Queues downstream west of 60, trucks rationale: peak demand in WB, and ramp delay. rationale: peak demand

Scenario	Weekday AM (EB Only)			Weekday PM (EB Only)			Friday PM (EB only)		
	West	Middle	East	West	Middle	East	West	Middle	East
Existing Calibration (2025)	3	3	3	2	2	3	1	1	1
No-Build (2055)	3	3	3	2	2	3	1	1	1
(1) 1-Lane EL (2055)	3	3	3	2	2	3	1	1	1
(2a) 2-Lane EL + GP Conv (2055)	3	3	3	2	2	3	1	1	1
(2b) 2-Lane EL + GP Conv, weekday free (2055)	3	3	3	3	3	2			
(3) 2-Lane EL (2055)	3	3	3	3	3	3	2	2	2

rationale: Light demand

rationale: Truck % highest

rationale: peak demand

1 = high priority
2 = 2nd priority
3 = low priority

RCTC Principal-in-Charge David Thomas	RCTC Project Manager David Thomas (interim)
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Contract Administration	WSP Project Manager Brad Slawson	QA/QC Stephanie Hillebrand	Public Engagement Libby Kennedy
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Engineering Brad Slawson	Traffic / Tolling Sheldon Mar (Stantec)	Environmental Theresa Dickerson
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<u>Highway Design</u> Jeff Smith	<u>Stormwater</u> Veronica Seyde	<u>Traffic Forecasting</u> Sheldon Mar (Stantec)	<u>PEAR Document</u> Alana Flaherty	<u>Section 4(f)/6(f)</u> Lawrence Spurgeon
<u>Project Study Report (PSR)</u> Kim Jaskot	<u>Cost Estimates</u> Caleb Mulick	<u>TEPA / ISOAP</u> Vamshi Akkinapally	<u>Water Quality</u> Veronica Seyde	<u>Cultural</u> Michael Kyne
<u>Design Exceptions</u> Jacob Vu	<u>Local Roads / Complete St</u> Joe De La Garza	<u>Concept of Operations</u> Darren Henderson (GHD)	<u>Noise</u> Michael Lieu	<u>Tribal Cultural</u> Michael Amorelli
<u>Geotechnical Reports</u> Rouz Vakili	<u>Structures</u> Melad Hanna	<u>Financial Feasibility</u> Michael Halkias	<u>Air Quality</u> Rebecca Frohning	<u>Hazardous Waste</u> Adam Heft
<u>CAD Manager / Mapping</u> Dennis Rogriguez	<u>Risk Register</u> Kim Jaskot	<u>Vissualization Tools</u> Daryl Zerfass (Stantec)	<u>Biological Studies/Permits</u> Jeremy Paris	<u>Community Impact</u> Brittany Cabeje
<u>Utility Coordination</u> Eric Tavarez	<u>Right-of-Way Data Sheets</u> Caleb Mulick	<u>Funding Opportunities</u> Alfonso Hernandez	<u>Aesthetics/Scenic Resources</u> Ryan Weston	<u>Paleo</u> Matt Sauter

EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

Draft

Task	Mo	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Project Management																			
Monthly PDTs / Biweekly Check-ins																			
Project Review & Basemapping																			
Records Request (Roadway, Traffic, Environmental)																			
Basemapping Activities																			
Existing Conditions Assessments																			
Alternative Development																			
Draft Purpose and Need																			
Initial Design of Alternatives																			
Design Reviews																			
Update Design of Alternatives																			
Complete Streets Decision Document																			
ROW & Utilities Impact Assessment																			
Traffic Engineering																			
Methodology Memorandum																			
Develop Forecast Volumes																			
Freeway Analysis / VISSIM Tool																			
ISOAP Step 1																			
Draft TEPA Report																			
Final TEPA Report																			
PEAR																			
Initial Studies																			
Draft PEAR																			
Final PEAR																			
PSR-PDS																			
Engineering (SWDR, Cost Estimate, ROW Data Sheets)																			
Plan Sheet Development																			
Draft PSR-PDS																			
Final PSR-PDS																			
Public Engagement																			
Social Media / Pop-Ups																			
Public Engagement Plan																			
Stakeholder Meetings																			
Tolling & Simulation																			
T&R Modeling Scenarios																			
Develop VISSIM																			
Implement VISSIM Design Tool																			
Preliminary ConOps Memo																			

3/20/2025

I-10 PSR-PDS Preliminary Schedule

EXHIBIT "C"
COMPENSATION PROVISIONS

[attached behind this page]

Draft

EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT	COST
<i>Prime Consultant:</i>		
WSP USA INC.	I-10 EXPRESS LANES PSR PDS)	\$ 1,924,942.51
<i>Sub Consultants:</i>		
Stantec		\$ 473,717.20
GHD		\$ 40,091.42
TOTAL COSTS		\$ 2,438,751.13

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.

Agreement No. 25-31-091-00

**PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
WSP USA INC.
FOR
THE IMPLEMENTATION OF RAMP METERING ON
INTERSTATE 10 (I-10) PROJECT**

Parties and Date.

This Agreement is made and entered into this ____ day of _____, 2025 ("Effective Date"), by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **WSP USA 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 **Implementation of Ramp Metering on Interstate 10 (I-10)** 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 **Implementation of Ramp Metering on Interstate 10 (I-10)** ("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 **Implementation of Ramp Metering on Interstate 10 (I-10)** 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. Commission has authorized Consultant to commence performance of the Services by a "Notice to Proceed". Consultant agrees that Services already performed pursuant to the "Notice to Proceed" shall be governed by all the provisions of this Agreement, including all indemnification and insurance provisions.

The Consultant shall commence work upon receipt of a written "Notice to Proceed" from the 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 **December 31, 2026** 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 Melissa Brady, Vice President-Civil Engineer 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: Melissa Brady, Vice President-Civil Engineer

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 set forth in Exhibit "B" attached hereto and incorporated herein by reference. 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 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 17.10 shall not be exceeded,

unless authorized by a written amendment. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(a) Annual Escalation. Price escalation in the not to exceed amount of 5% may be applied to the hourly rates set forth in Exhibit "C" at the beginning of each calendar year this Agreement is in effect, subject to the following. The initial escalation will be applied starting January 1, 2026, but only if the Effective Date occurs by July 1, 2025. If the Effective Date is after July 1, 2025, the initial escalation will be applied starting January 1, 2027. Consultant shall notify Commission prior to submitting an invoice that includes rates escalated in accordance with this provision.

17.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of Eighty-six thousand, one hundred seven dollars and twelve cents (\$ 86,107.12) The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

17.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

17.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

17.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19 Termination.

17.8 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

17.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

17.10 The total amount payable by Commission including the fixed fee shall not exceed Nine hundred ninety-nine thousand, nine hundred ninety-five dollars and sixteen cents (\$999,995.16).

17.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.12 Consultant shall not be reimbursed for any expenses not included in the approved Cost Proposal unless authorized in writing by the Commission's Contract Administrator.

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

17.14 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.

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 "C" 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 "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". 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.

(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 shall be eliminated as respects the Commission, its directors, officials, officers, employees and agents.

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 review complete, certified copies of all required insurance policies at a local office of Consultant during normal business hours.

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:
WSP USA INC.
11870 Pierce Street
Ste. 160
Riverside, CA 92505
Attn: Melissa Brady

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.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION By: _____ Aaron Hake Executive Director <i>Approved as to Form:</i> By: _____ Best, Best & Krieger LLP General Counsel	CONSULTANT WSP USA INC. By: _____ Signature _____ Name _____ Title ATTEST: By: _____ Its: _____
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* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

Draft

I-10 Ramp Metering DEER

Prepared for :



Prepared by:



March 31, 2025

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BACKGROUND

The Riverside County Transportation Commission (RCTC) in cooperations with the California Department of Transportation (Caltrans) project development process for the implementation of Ramp Metering on Interstate 10 (I-10) from SR-60 to Ramsey Street in Riverside County, CA.

The project will feature the installation of ramp meters and associated ramp modifications at the twenty-one (21) on-ramp locations in the project area:

- WB 6th Street
- WB Beaumont Avenue/SR-79
- EB Beaumont Avenue/SR-79
- EB Pennsylvania Ave
- WB Highland Springs Avenue EB Highland Spring Avenue
- WB Sunset Avenue
- EB Sunset Avenue
- WB 22nd Street
- EB 22nd Street
- WB 8th Street
- EB 8th Street
- WB Hargrave
- EB Hargrave
- EB Ramsey Street
- WB Malki Rd
- EB Johnson Lane
- WB Morongo Trail
- EB Morongo Trail
- WB Main St
- EB Main St

The WSP Project Implementation Contract will include environmental clearance and preparation of a project approval document, as described in more detail in this scope of services. Plans, Specifications, and Estimate (PS&E) phase services are not included in this scope of services. It is assumed that the scope of services are for ramp metering work (including extension or addition of auxiliary lanes up to a maximum of 1 mile) at the noted locations only and does not include work on the freeway mainline, including mainline detection elements, or connecting local streets.

Given that the I-10 Ramp Metering Project meets Caltrans' criteria for a non-complex project, it is anticipated that approval for the demonstration will be gained by completing a Design Engineering Evaluation Report (DEER). This is a streamlined, short-form project document that is used in lieu of a standard project approval document to achieve environmental clearance. In order to complete the DEER, a Design Standard Decision Document (DSDD) and Highway Safety Manual (HSM) Memo will also need to be signed and approved, and the project will also need environmental clearance. Once the DEER is approved, the project will have necessary Caltrans approvals to complete PS&E.

In the apparent absence of the need for acquiring additional right-of-way outside the existing I-10 freeway right-of-way limits, it is anticipated the project will gain environmental clearance through a California Environmental Quality Act (CEQA) Categorical Exemption / National Environmental Policy Act (NEPA) Categorical Exclusion (CE/CE) determination. This will necessitate the preparation of an Initial Site Assessment, together with a variety of technical studies and checklists identified in section 3.1.5 of this Scope of Services.

1. PROJECT MANAGEMENT AND COORDINATION

This task involves initial project set-up and managing the project team and schedule through the DEER phase, which is expected to take 12 months to complete. Project management includes regular coordination with RCTC and Caltrans to facilitate decision making as well as managing the review and approval of various project deliverables. WSP will facilitate monthly Project Development Team (PDT) meetings (12 meetings, conducted online) with agendas, meeting materials, and recorded minutes. WSP will maintain a current list of open and closed action items for tracking purposes. Bi-weekly coordination meetings (up to 24) are also anticipated with RCTC and project staff, as needed, to share progress and coordinate technical information exchange.

This task includes developing the Project Management Plan (PMP), which includes as attachments a Quality Management Plan (QMP), Risk Management Plan, and Communication Plan. WSP will also create and maintain a project schedule for the PID phase in Microsoft Project. Task 1.1 provides the framework for providing quality deliverables with a specific focus on maintaining budget and schedule.

Deliverables

- Project Management Plan (PMP) w/ QMP, Risk, & Communication Plans
- Project Schedule & Task List
- Meeting Agendas, Attendance, Meeting Minutes and Notes
- Monthly Progress Reports and Invoices

2. PROJECT APPROVAL PHASE

The WSP team will assist RCTC in gaining the necessary approvals for the I-10 Ramp Metering Project. This will include completing a DEER, with all appendices required by Caltrans, as well as a DSDD. Environmental approval will be obtained through a CE/CE and will require an Initial Site Assessment, storm water data report, and further associated technical studies. It is assumed survey is readily available and will be provided by Caltrans from the I-10 Tune Up Project to be utilized for the purpose of this project.

2.1 DESIGN ENGINEERING EVALUATION REPORT

The WSP team will also prepare the DEER according to Caltrans standards based on a single build alternative with no additional design options. The focus of WSP's work in the Project Approval Phase will be the subsequent preparation of the various attachments that must accompany the DEER. The required attachments include:

- Vicinity and Location Map
- Plan Set
- Right Of Way Data Sheet
- Initial Site Assessment
- Storm Water Data Report
- Environmental Document (anticipated to be a CE/CE)
- Traffic Management Plan (TMP) Data Sheet
- Cost Estimate
- Design Standard Decision Document
- Traffic Impact Report

Deliverables

- Draft DEER
- Draft Final DEER
- Final DEER

2.2 PRELIMINARY PLANS AND COST ESTIMATE

The consultant will prepare design plans to be included as an appendix to the DEER. The design plans will be based on field review data and input from the RCTC's existing conceptual plans. It is assumed that any relevant as-built plans, topographic mapping, digital terrain model, or detailed survey will be provided by RCTC from recent projects or new survey. The centerline and aerial imagery will be available prior to start of developing plan sheets. The new survey data will be made available shortly thereafter to avoid any duplication of design development. The consultant will perform a detailed QC review of all submittal documents and will submit the following documentation to RCTC:

- **Concept Development.** Concept level design for sites noted above will be developed prior to the Scoping meeting so that potential design issues can be discussed and resolved.
- **Preliminary Design Plan Sheets.** Plan sheets (100 scale when printed at 11"x17") will be created for the corridor. All designs will be overlaid onto aerial imagery until topographic mapping is available. RCTC will provide or facilitate the acquisition of as-built plans or design survey as available from recent projects. Plans will show the locations of proposed detectors, cabinets,

ramp meters, power supply and fiber communications tie-ins to existing pull boxes. Plan sheets will be developed at a scale that will be usable for the PS&E task.

- **Preliminary Cost Estimate.** A preliminary cost estimate will be developed for the project and included as an attachment to the DEER.
- **Design Exceptions.** Anticipated design exceptions will be documented in a Design Standards Risk Assessment Matrix for preliminary discussion, prior to the completion of the Design Standard Decision Document.

Deliverables:

- Preliminary Plans and Cost Estimate

2.3 INITIAL SITE ASSESSMENT

To facilitate the environmental review process, the WSP team will complete an Initial Site Assessment (ISA). The ISA will identify potential or known hazardous materials, hazardous waste, and contamination in the project area, together with the party(ies) responsible, or potentially responsible, for hazardous waste and contamination. The ISA will be based on a records search, field visit, and historical research on past project area land uses to identify potential sources of contamination. Given that the I-10 Ramp Metering project will take place entirely within the existing Caltrans right-of-way, the field visit will be conducted as a non-invasive windshield survey, given that the site is uniform and relatively featureless. The ISA will conclude with a recommendation on whether a Preliminary Site Investigation is warranted. The ISA will be included as an attachment to the DEER, as well as the Environmental Approval Document.

Assumptions:

- No field testing is included as part of this scope of work. All Phase II Site Investigation work will be deferred to the PS&E phase.
- One Corridor ISA is included in this scope of work. No focused ISAs are included in this scope.

Deliverables

- Draft and Final ISA

2.4 STORM WATER DATA

Although the project will be constructed completely within existing right-of-way, it is anticipated that additional impervious surfaces will include ramp widening requiring the need to evaluate implications on storm water accumulation. The WSP team will prepare a Storm Water Data Report to quantify the additional impervious area and the associated changes in storm water Best Management Practices (BMPs).

Deliverables

- Draft and Final SWDR

2.5 DESIGN STANDARD DECISION DOCUMENT

If required by Caltrans, the WSP team will prepare a Design Standard Decision Document (DSDD) that documents the need for utilizing non-standard features in the design of the I-10 Ramp Metering Project. The document will follow the standard Caltrans format and provide an overview of the project, together with high-level information on the existing highway, safety improvements and the project cost.

The DSDD will then provide an inventory of all project features requiring Caltrans design decision documentation, both at the headquarters level and the district level. The following information will be included for each non-standard feature:

- Description of the non-standard feature
- The design standard for which documentation is required
- The reason for not using the standard design
- The cost of making the design standard
- Plan sheets showing the non-standard and standard condition (11x17 sheets)

It is assumed the scope of the DSDD will be focused on existing non-standard features associated with the study area service interchange ramps and will not encompass a listing of existing non-standard features along the entire study corridor.

It is also assumed a HSM memo will be prepared in support of the DSDD according to Caltrans Requirements. It is assumed that based on the addition of the ramp metering, no quantitative analysis will be required.

In addition, the DSDD will provide high-level information on traffic data in the corridor, collision analysis, accident data, planned future construction activities in the corridor, a summary of reviews and concurrence, and a discussion of the rationale for using the DEER document to gain environmental clearance.

The WSP team will ensure that the DSDD is signed and approved prior to the completion of the DEER document.

Assumptions:

- Ramp Meter Design Exceptions are not included. Only Caltrans Highway Design Manual Design Exceptions are included.
- During the life of the contract, any changes that occur to the Caltrans' requirements, standards, or Highway Design Manual that increase the Consultant scope of work will be considered out of scope work and would be addressed by a contract amendment.
- Due to the addition of Ramp Meters, the Highway Safety Manual is not applicable however a memo will be required to document this Caltrans requirement.

Deliverables

- Draft and Final DSDD
- Draft and Final HSM Memo

2.6 TMP DATA SHEET

Given that the I-10 Ramp Metering Project will involve minimal construction activities on the I-10 mainline, the resulting traffic delays are expected to be minimal and a Transportation Management Plan is not expected to be needed. A TMP Data Sheet would be developed in coordination with RCTC and Caltrans for the purpose of informing the preliminary cost estimate.

Deliverables

- Draft and Final TMP

2.7 TRAFFIC IMPACT REPORT

Caltrans generally requires the completion of Traffic Impact Studies when improvement projects attract additional traffic to state highway facilities. Traffic Impact Studies may be as simple as providing a traffic count to as complex as a microscopic simulation. The appropriate level of study is determined by the particulars of a project, the prevailing highway conditions, and forecasted traffic levels.

The ramp metering system is designed to manage the flow of traffic onto the I-10 in a manner that does not degrade traffic service in the corridor during peak travel periods. The project does not, however, result in the provision of additional mainline lane capacity, and therefore is not expected to induce substantial additional traffic. In accordance with *Draft Transportation Impacts Analysis under CEQA for Projects on the State Highway System* (Caltrans Environmental Management Office, 3/1/20), project types not likely to lead to a measurable and substantial increase in VMT include:

- Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle...flow.

The improvements associated with the I-10 Ramp Metering Project fits within this project type and therefore is not anticipated to result in an increase in VMT.

It is anticipated that a Traffic Impact Report will be prepared as an attachment to the DEER. The Traffic Impact Report is expected to include traffic counts and 20-year forecast volumes at a level consistent with that required on other Caltrans ITS and ramp projects. Traffic counts will be collected for the three ramps located within the city of Cabazon and a memo prepared documenting the traffic counts for the corridor in coordination with information developed in the feasibility phase.

Deliverables

- Draft and Final Traffic Impact Report
- Traffic Count memo for the following on-ramps
 - WB Malki Rd
 - EB Johnson Lane
 - WB Morongo Trail
 - EB Morongo Trail
 - WB Main St
 - EB Main St

2.8 UTILITY COORDINATION

Although most privately-owned utilities are typically located outside of the Caltrans right of way, they occasionally appear as a longitudinal encroachment within the freeway right of way, or as a transverse crossing. The WSP team will conduct a utility coordination task to determine what, if any, utility facilities exist within the project limits. Activities in this task include collecting utility as-builts, developing a utility base file, identifying any potholing needs, identifying any longitudinal encroachment exceptions, and identifying potential relocations for the purpose of informing the cost estimate.

Assumptions

- Preparing Utility Encroachment Policy Exceptions is not included in this scope of work, and is typically required during the PS&E phase

Deliverables

- Preliminary impacted utilities delineated on Layout Plans
- Preliminary Cost Estimate of utility relocations/impacts

2.9 RIGHT OF WAY DATA SHEET

Temporary or permanent right of way acquisition is not anticipated to be needed for this project. However, a Right of Way Data Sheet is still required even if there is no right of way acquisition required for the project. A ROW Data Sheet will be provided in accordance with Caltrans District 8 procedures and included as an attachment to the DEER.

Assumptions

- No acquisitions are required

Deliverables

- Proposed Right-of-Way Lines Delineated on Geometric Plans
- Right-of-Way Data Sheet

3. ENVIRONMENTAL APPROVAL DOCUMENT

The project activities will disturb areas within the Caltrans I-10 right-of-way necessitating an evaluation of environmental impacts from the action. Since impacts are anticipated to be minor, the project will be entirely within the existing operational right-of-way and the project is maintained for transportation purposes, it is anticipated that a CE/CE with technical studies will be the appropriate level of environmental clearance. The consultant will prepare all necessary documentation for completion of the Caltrans CE/CE, which must be used to document compliance with laws and regulations when making a final determination.

The Caltrans Categorical Exclusion Checklist will be used to document compliance with laws and regulations. The checklist includes assessing exceptions to the Categorical Exclusion and Unusual Circumstances from 23 CFR 771.117(b).

3.1 ENVIRONMENTAL TECHNICAL STUDIES

Various technical studies are anticipated to be necessary to support the CE/CE determination. These studies will inform the completion of the Categorical Exclusion Checklist and the Caltrans CE/CE Form. Preparation of the following technical reports will be undertaken if the preliminary evaluation shows they are necessary:

- Water Quality Assessment Report
- Biological Resources
 - NESMI
 - Wetlands Delineation
 - Habitat Evaluation for Colonial Birds/Roosting Bats including Step-2 Bat Night
 - Habitat Evaluation and Focused Survey for Special-status Plants
 - Western Riverside County Multi Species Habitat Conservation Plan (MSHCP) Consistency Finding
- Visual Impact Assessment
- Community Impact Assessment
- APE/Historical Property Survey Report
- Paleontological Report

The consultant shall coordinate and prepare all required technical studies to support the NEPA CE and CEQA CE. Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines, primarily consisting of the Caltrans Standard Environmental Reference (SER) website as well as local and state CEQA Guidelines and FHWA Guidance on preparing and processing Environmental and Section 4(f) documents.

Unless otherwise noted, the deliverables for the technical studies will be a separate bound report including a standardized project description, a methodology relevant to each topic area, description of the affected environment, impact assessment and mitigation measures. Each screen check technical study will be submitted to RCTC (two copies) for review. Following RCTC's review, the document will be revised, and a screen check technical study will be provided to Caltrans for review. Following Caltrans' review, a draft of each technical study will be submitted to RCTC and Caltrans for concurrent review.

Following Caltrans and RCTC's review, a second draft of each technical study will be submitted to RCTC and Caltrans. Following Caltrans and RCTC's review of the second draft, it is assumed that a revisions workshop will be held to address any outstanding comments if any comments remain. Following the revision workshop, a final version of each report will be prepared. The final technical studies will be submitted following the workshop for final concurrence (no additional comments are assumed to be received associated with the final concurrence review). If the revisions are required due to the quality of the submittal made by Engineering team, then these revisions would not be considered out of scope.

Assumptions:

- Memos will be developed in lieu of reports should it be determined that the study is not applicable to the Ramp Metering project.

Deliverables:

- Screen check technical studies (submitted to RCTC first then to Caltrans) digital copy to RCTC

- Draft technical studies
- Second Draft technical studies
- Final technical studies for concurrence
- Final approved technical studies

Natural Environmental Study (Minimal Impact)

The WSP team will prepare a Natural Environmental Study (Minimal Impact) (NES[MI]) for the I-10 Ramp Metering Project. The NESMI will provide the technical basis for statements made in the environmental document concerning plants, animals, and natural communities occurring in the Biological Study Area (BSA). The NES summarizes technical documents such as focused species studies, wetland assessments, and biological assessments related to effects on biological resources in the BSA for use in the environmental document.

The level of analysis provided in NESMI documents is generally commensurate with the complexity of the project being assessed. Given that the project will be implemented entirely within existing Caltrans right-of-way and within previously disrupted areas, it is assumed that the project will have a minimal impact on the natural environment.

Historic Property Survey Report (HPSR)

The WSP team will coordinate with Caltrans and RCTC to establish the boundaries of the Area of Potential Effects (APE) within which the Historic Property Survey Report will be conducted (HPSR). Working in consultation with local governments, native American tribes and heritage commissions, local historical societies and other appropriate consulting parties, the WSP team will assemble a comprehensive listing of historic and cultural resources within the APE. We will then assess the overall finding for the project. Given that the I-10 Ramp Metering Project will take place entirely within existing Caltrans right-of-way it is anticipated that the demonstration would have no adverse effects on any historic or cultural resources within the APE.

Initial Site Assessment

As discussed in Section 3.1.2 of this Scope of Services, an Initial Site Assessment will be prepared as an attachment to the DEER report.

Air Quality Conformity Findings Checklist

WSP will also complete the Caltrans [Air Quality Conformity Findings Checklist](#) to summarize and document the conformity analysis and determination for the CE. Given that the demonstration is not a type 1 project, it is assumed that air or noise impact studies are not required.

4. PROJECT APPROVAL EXCLUSIONS

Due to the non-complex and streamlined nature of the project improvements, it is anticipated that certain tasks will be excluded from the Project Approval process. These include:

- Intersection Control Evaluation process and Memorandum
- Geometric Approval Drawings
- Ramp Metering HOV Bypass Exception Memorandum
- Preliminary Drainage Report
- Transportation Management Plan
- Traffic Operations Analysis Report
- Preliminary Materials Report
- Geotechnical investigations
- Pavement Life-Cycle Cost Analysis
- Preliminary Geotechnical Memorandum
- Preliminary Structural design or reports
- Value Analysis
- Modified Access Report (MAR)
- Risk Register and Analysis

EXHIBIT “B”
SCHEDULE OF SERVICES

[attached behind this page]

Draft

Task	Mont	1	2	3	4	5	6	7	8	9	10	11	12	Deliverable Date
Project Start - July 1, 2025														
Project Management														
Monthly PDTs / Biweekly Check-ins														July 1, 2026
Project Approval Phase														
Design Engineering Evaluation Report														July 1, 2026
Preliminary plans and Cost estimate														April 1, 2026
Storm Water Data														February 1, 2026
Design Standard Decision Document														May 1, 2026
TMP Data Sheet														April 1, 2026
Traffic Impact Report														May 1, 2026
ROW & Utilities Impact Assessment														May 1, 2026
Environmnetal Approval Document														
Natural Environmantal Study														January 1, 2026
Historic Property Survey Report														January 1, 2026
Initial Site Assessment														January 1, 2026
Aire Quality Conformitly Finding Checklist														January 1, 2026
CE/CE														March 1, 2026

4/23/2025

I-10 Ramp Metering DEER Preliminary Schedule

EXHIBIT "C"
COMPENSATION PROVISIONS

[attached behind this page]

Draft

EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT	COST
<i>Prime Consultant:</i>		
WSP USA INC.	Ramp Metering on Interstate 10 (I-10)	\$ 949,995.16
<i>Sub Consultants:</i>		
Stantec		\$ 30,000.00
GHD		\$ 20,000.00
TOTAL COSTS		\$ 999,995.16

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.

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE REHABILITATION OF THE STATE ROUTE 91 TOLL LANES PAVEMENT TO PROVIDE THE REQUIRED SERVICE LIFE PER THE TOLL FACILITY AGREEMENT (TFA), FROM ORANGE/RIVERSIDE COUNTY LINE TO EAST OF THE JUNCTION OF INTERSTATE 15

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

David Maher, Project Manager
464 West Fourth Street
San Bernardino, CA 92401
Office Phone: (909) 371-6670
Email: david.maher@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Sri Srirajan, Senior Capital Projects Manager
4080 Lemon St. 3rd Floor
Riverside, CA 92501
Office Phone: (951) 206-3831
Email: ssrirajan@rctc.org

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from April 18, 2025, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *the rehabilitation of the State Route 91 toll lanes pavement to provide the required service life per the Toll Facility Agreement (TFA), from Orange/Riverside County line to east of the junction of Interstate 15*, will be referred to hereinafter as PROJECT. RCTC desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:

- PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. The following documents are attached to, and made an express part of this AGREEMENT:
 - Scope Summary
6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. RCTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
 - RCTC is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.
12. RCTC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. RCTC is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.
22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

23. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

24. As the PID IMPLEMENTING AGENCY, RCTC is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
25. Should RCTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, RCTC agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
26. PARTIES agree to share work as shown in Attachment A – Scope Summary

27. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

28. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
29. CALTRANS will actively participate in the Project Development Team meetings.
30. The PID will be signed on behalf of RCTC by a Civil Engineer registered in the State of California.
31. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to RCTC within 60 calendar days from the date CALTRANS received the draft PID from RCTC. RCTC will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by RCTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from RCTC.

After RCTC revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from RCTC. Should CALTRANS require supporting data necessary to defend

facts or claims cited in the revised draft PID, RCTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after RCTC provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by RCTC under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Construction Manual Supplement for Local Agency Resident Engineers
 - Local Agency Structure Representative Guidelines

Noncompliant Work

33. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

34. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35. If feasible, RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. RCTC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to RCTC at no cost. CALTRANS

will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

37. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

41. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.
42. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
43. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of RCTC in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
46. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.
49. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
50. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

51. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

52. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
53. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

54. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

55. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

56. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

57. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
58. Neither RCTC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

59. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
60. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

61. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

62. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

63. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

64. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

65. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

66. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

FUNDING SUMMARY

FUNDING TABLE				
IMPLEMENTING AGENCY:				
Source	Party	Fund Type	PID	Totals
LOCAL	RCTC	Local	1,956,436	1,956,436
Totals			1,956,436	1,956,436

SPENDING TABLE				
		PID		
Fund Type		CALTRANS	RCTC	Totals
Local		300,000	1,656,436	1,956,436
Totals		300,000	1,656,436	1,956,436

Funding

67. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

68. PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC; will pay invoices within five (5) calendar days of receipt of invoice.
69. If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
70. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

71. CALTRANS will invoice RCTC for a \$45,000 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PROJECT INITIATION DOCUMENT (PID) expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will invoice and RCTC will reimburse for actual costs incurred and paid.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION



Catalino A. Pining III
District 8 Director

Verification of Funds and Authority:



Karem Evans
District Budget Manager (Acting)

RIVERSIDE COUNTY TRANSPORTATION COMMISSION



Aaron Hake
Executive Director



A. Haviva Shane (Apr 1, 2025 14:42 PDT)

Best, Best & Krieger LLP
Counsel to the Riverside County Transportation
Commission

Certified as to financial terms and policies:



Darwin Salmos
HQ Accounting Supervisor

08-1801 Execution


Final Audit Report


2025-04-18


Created:	2025-03-14
By:	Caltrans.Coop Execution (Caltrans.Coop.Execution@dot.ca.gov)
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Approval Date: 2025-03-26 - 3:11:46 PM GMT - Time Source: server- IP address: 149.136.17.252

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2025-03-26 - 3:11:49 PM GMT

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Signature Date: 2025-03-26 - 3:28:43 PM GMT - Time Source: server- IP address: 149.136.17.249

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 Signer haviva.shane@bbklaw.com entered name at signing as A. Haviva Shane

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 Document emailed to Meardey Tim (meardey.tim@dot.ca.gov) for approval


2025-04-03 - 2:45:17 PM GMT

 Email viewed by Meardey Tim (meardey.tim@dot.ca.gov)

2025-04-09 - 7:47:56 PM GMT- IP address: 149.136.33.249

 Document approved by Meardey Tim (meardey.tim@dot.ca.gov)

Approval Date: 2025-04-09 - 7:49:07 PM GMT - Time Source: server- IP address: 149.136.33.249

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AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Technical Advisory Committee Edward Emery, Senior Management Analyst Jenny Chan, Planning and Programming Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Fiscal Year 2025/26 Transportation Development Act Article 3 Call for Projects – Project Recommendations

TECHNICAL ADVISORY COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the funding recommendations in Attachment 1 for Fiscal Year 2025/26 Transportation Development Act, Article 3, Bicycle and Pedestrian Facilities (SB 821) program funds;
- 2) Direct staff to prepare and execute memorandums of understanding (MOUs) with the local agencies to outline the project schedules and local funding commitments; and
- 3) Authorize the Executive Director to execute the MOUs with the local agencies, pursuant to legal counsel review.

BACKGROUND INFORMATION:

SB 821 is a discretionary program administered by the Commission to fund local bicycle and pedestrian projects. The program is funded through Local Transportation Fund (LTF), a 1/4-cent general statewide sales tax. Each year, two percent of LTF revenues are set aside for the SB 821 program. Per the Commission-approved SB 821 Adopted Policies, on every odd-numbered year, the Commission conducts a competitive call for projects in which all local agencies within the county can submit applications. Eligible projects include construction of bicycle lanes, sidewalks, and Americans with Disabilities Act (ADA) curb ramps, and the development of bicycle and pedestrian master plans.

At its January 8, 2025, meeting the Commission adopted the updated SB 821 Guidelines and Evaluation Criteria. This year's Call for Projects opened on February 3, 2025, and closed on April 24, 2025.

The programming capacity for this cycle was \$7,279,863. The Commission approved SB 821 Guidelines stipulate there to be a maximum funding request per application of \$727,986 and maximum funding for each jurisdiction of \$1,455,973. One-on-one sessions to review and provide

feedback on potential project applications were offered to all eligible agencies. A total of 25 projects were discussed with 13 agencies during one-on-one sessions.

DISCUSSION:

The Commission received 33 project proposals from 22 agencies, totaling \$19,141,874 in SB 821 funding requests. A summary of the applications submitted and related funding requests by geographic area is summarized in Table 1.

Table 1. Summary of SB 821 Requests

	Coachella Valley	Western Riverside	Total
Projects Submitted	14	19	33
Funding Requested	\$8,568,265	\$10,573,609	\$19,141,874

As stipulated in the Guidelines, staff hosted at least five external evaluators to score the applications. This year's evaluation committee included staff from the Commission, city of Blythe, San Bernardino County Transportation Authority, Southern California Association of Governments and the Western Riverside Council of Governments. On May 15, the evaluation committee met and scored the project applications based on the Commission's adopted evaluation criteria as summarized in Table 2.

Table 2. SB 821 Evaluation Criteria

Factor	Maximum Points
Destinations Served	14
Safety	15
Multimodal Access	6
Matching Funds	10
Population Equity	5
Total Points	50

Staff recommends funding allocations for 13 projects that scored 41 or above, totaling \$7,979,863. Six projects received the same score of 41. Commission staff utilized the Commission approved tiebreaker methodology to rank the six projects. The methodology prioritizes the safety question score first, then the construction readiness of the project. Of the six projects, the city of Jurupa Valley's Pedley Elementary School and Felspar Street Pedestrian Improvements Project is recommended for partial funding, due to the remaining available funding being less than the requested amount. The city of Jurupa Valley has accepted partial funding and will fund the difference from other sources. A summary of the recommended allocations is provided in Table 3, and a full list of projects can be found in Attachment 1.

Table 3. Summary of Recommended FY 2025/26 Allocations

	Coachella Valley	Western Riverside	Total
# of Recommended Projects	6	7	13
Total SB 821 Recommended Allocations	\$3,600,729	\$3,679,134	\$7,279,863
Recommended Allocations as a % of Total Allocations	49%	51%	100%

Staff will monitor mid-year LTF projections in January 2026 to determine if more funding is available to fund additional projects on the contingency list found in Attachment 1. In the event an awarded agency receives other grant funding to fully fund an approved project or cannot deliver the funded project within the allotted time, staff will fund additional projects from the contingency list in the order in which they are listed. The contingency list will only remain active until the adoption of the next call for projects, anticipated in June 2027.

Attachment: 2025-2026 SB 821 Call for Projects - Funding Recommendations

*Approved by the Technical Advisory Committee on
May 19, 2025*

In Favor: 26 Abstain: 0 No: 0

2025/2026 SB-821 Call for Projects - Funding Recommendations					
LEAD AGENCY	PROJECT NAME	TOTAL Project Cost	TOTAL SB 821 Request	RECOMMENDED ALLOCATION	TOTAL SCORE
Riverside, City of	Van Buren Blvd Class II Buffered Bike Lanes	\$ 1,441,369.00	\$ 720,684.50	\$ 720,684.50	45
Riverside, City of	25-26 SB 821 Chicago Bike Lane & Other Sidewalks	\$ 1,124,915.00	\$ 562,457.50	\$ 562,457.50	45
Rancho Mirage	San Jacinto Drive & Button Drive Intersection & Safety Improvements	\$ 546,193.00	\$ 273,096.00	\$ 273,096.00	44
Cathedral City	Avenida Maravilla Active Transportation Improvements	\$ 831,573.60	\$ 415,786.80	\$ 415,786.80	44
Indian Wells	Rancho Palمراس Complete Street Bicycle and Safety Improvements	\$ 1,598,000.00	\$ 727,985.00	\$ 727,985.00	43
Wildomar	Mission Trail/Sedco Sidewalk and Bike Lanes Project (Phase 3)	\$ 1,452,000.00	\$ 726,000.00	\$ 726,000.00	43
Wildomar	Palomar Street Sidewalk, Trail and Bike Lanes Project (Phase 3)	\$ 1,050,470.00	\$ 525,235.00	\$ 525,235.00	43
Lake Elsinore	Spring Street Sidewalks Improvement	\$ 720,765.00	\$ 360,381.50	\$ 360,381.50	42
Palm Springs	Racquet Club Road Reconfiguration Project	\$ 1,519,100.00	\$ 727,986.00	\$ 727,986.00	41
Palm Springs	South Palm Canyon Road Reconfiguration Project	\$ 1,475,300.00	\$ 727,986.00	\$ 727,986.00	41
Beaumont	City of Beaumont Bicycle and Pedestrian Master Plan Update/Action Plan	\$ 339,649.00	\$ 248,400.00	\$ 248,400.00	41
Indian Wells	Cook Street Complete Street Bicycle and Safety Improvements	\$ 4,008,889.00	\$ 727,889.00	\$ 727,889.00	41
Jurupa Valley	Pedley Elementary School and Felspar Street Pedestrian Improvements	\$ 1,398,000.00	\$ 688,000.00	\$ 535,975.70	41
	TOTAL RECOMMENDED ALLOCATION			\$ 7,279,863.00	
CONTINGENCY LIST					
City of Eastvale	ADA Pedestrian Safety Improvement Project	\$ 1,787,434.00	\$ 727,986.00		41
Coachella	Ave 50 Roadway Improvements Project	\$ 1,544,160.00	\$ 727,986.30		40
Corona	Downtown Crosswalk Pedestrian Safety Enhancements	\$ 1,500,000.00	\$ 700,000.00		39
Perris	Perris Valley Storm Drain Channel Tr. Ph 2, Segment 2	\$ 1,884,992.00	\$ 727,986.00		38
Indio	Arabia St Pedestrian Facilities Improvements (Dr Carreon Blvd - John Nobles Ave)	\$ 1,257,095.68	\$ 628,547.84		38
La Quinta	Washington Street Connector to Art and Music Line	\$ 1,400,000.00	\$ 700,000.00		37
Moreno Valley	Juan Bautista De Anza Multi-Use Trail Project - Street Lighting	\$ 908,000.00	\$ 727,000.00		37
Coachella	Ave 50 Corridor Widening Project	\$ 1,499,370.00	\$ 727,986.30		36
Desert Hot Springs	Corporate Yard Park Pedestrian Connector	\$ 9,355,995.00	\$ 720,000.00		35
Riverside County	Ramon Road Multi-modal Project	\$ 2,340,000.00	\$ 727,986.00		35
Lake Elsinore	Avenue 6/Irwin Drive Sidewalks Improvement	\$ 705,173.00	\$ 352,586.50		35
Corona	Citywide Pavement Rehab	\$ 200,000.00	\$ 150,000.00		35
Murrieta	Whitewood Road Sidewalk Improvements	\$ 594,900.00	\$ 446,175.00		34
Menifee	Newport Road Sidewalk Gap Closure	\$ 830,200.00	\$ 580,000.00		33
Hemet	SB821-FY25/26 Pedestrian Path of Travel Improvement Project (2)	\$ 679,549.00	\$ 543,639.00		30
Coachella	Ave 54 Project	\$ 660,030.00	\$ 660,030.00		30
Hemet	SB821-FY25/26 Pedestrian Path of Travel Improvement Project	\$ 652,697.00	\$ 524,697.00		29
Riverside County	Grand Avenue Mobility Project	\$ 1,094,760.00	\$ 547,380.00		29
Riverside County	Hemet Area Sidewalk and Mobility	\$ 1,430,000.00	\$ 715,000.00		28
Palm Desert	Enhancement of the VIP Campaign and Vision Zero Strategy	\$ 100,000.00	\$ 75,000.00		28
	\$ 47,930,579.28		\$ 19,141,873.24		

AGENDA ITEM 11

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Sheldon Peterson, Rail Manager
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Approval of Metrolink Operating and Capital Subsidies for Fiscal Year 2025/26 and Related Action Items

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Receive and file a report on highlights from the Southern California Regional Rail Authority's (SCRRA) services;
- 2) Approve RCTC's share of the Fiscal Year 2025/26 SCRRA operating and capital budget, which results in an operating subsidy of \$31,979,697, with a contingency of \$1,220,303, for a not to exceed total of \$33,200,000, and a capital subsidy of \$12,811,564;
- 3) Authorize the Executive Director, pursuant to legal counsel review, to finalize and execute Memorandum of Understanding (MOU) No. 25-25-097-00 with SCRRA regarding annual funding, and subrecipient matters related to the pass-through of federal funding; and
- 4) Adopt Resolution No. 25-002 for *"Authorization for the Execution of the Certifications and Assurances and Authorized Agent Forms for the Low Carbon Transit Operations Program for the Southern California Regional Rail Authority Service Optimization in Riverside County in the amount of \$1,300,000."*

BACKGROUND INFORMATION:

Metrolink is the brand name for the services operated by SCRRA. The Commission is one of the five member agencies that comprises the SCRRA joint powers authority (JPA). All member agencies must formally commit to fund their proportionate shares of commuter rail operating and capital costs on an annual basis. Each member agency must approve the budget before adoption of a final budget by the SCRRA Board of Directors, no later than June 30, 2025. On April 25, 2025, the SCRRA board approved the proposed FY 2025/26 budget for transmittal to the member agencies for consideration. As required by the provisions of the JPA, a separate Commission action to adopt the SCRRA budget is needed. SCRRA anticipates adopting the final budget by June 27, 2025.

DISCUSSION:

Metrolink FY 2024/25 Service Highlights

The following is a review of Metrolink's FY 2024/25 activities:

- Implemented a Schedule Optimization also known as *Metrolink Reimagined* that expanded and spread service throughout the day to capture off peak markets
- Continued improvements to reliability, on-time performance, and the customer experience by enhancing the rehabilitation program to reduce major failures by retrofitting cars
- Continued emphasis on safe operations
- Continued updates and maintenance of Positive Train Control program systemwide in coordination with the freight railroads

Metrolink's Proposed FY 2025/26 Budget

The proposed budget provides funding to achieve the following:

- Continuation of an optimized service schedule
- Implementation of a Student/Youth Discount, a 50 percent discount to all students
- No fare increases
- Implementation of new FRA regulations and 2028 Olympic readiness

Metrolink's proposed total operating budget is \$352.5 million, an increase of about 10.6 percent from the prior year, primarily attributed to fixed contract rate increases. The budget is based on a conservative forecast of ridership and revenue recovery using a third party (KPMG/Sperry Capital) to develop the estimates. The five member agencies that comprise Metrolink are responsible for funding \$275.5 million. The Commission's total operating obligation is an estimated \$31,979,697, an increase of about \$3.5 million from the prior year or 10.1 percent. Staff is also proposing including a 3.8 percent contingency of \$1,220,303 for a total not to exceed amount of \$33,200,000. The contingency will provide flexibility to address unanticipated operating or capital expenses and could allow capacity for additional special trains or service improvements.

Metrolink's proposed capital budget for FY 2025/26 anticipates \$141 million in rehabilitation and \$15.6 million in new capital, for combined total of \$156.6 million. The Commission's capital obligation for FY 2025/26 is \$11.1 million in rehabilitation and \$1.7 million in new capital for a total of \$12.8 million, down roughly \$8.5 million, or 40 percent, from the prior year. A summary of the SCRRRA budget and RCTC expenditures is provided in Table 1.

Table 1: FY 2025/26 SCRRA Budget and RCTC Expenditures

Expenditures	Systemwide Amount	RCTC Share
SCRRA Operating Budget	\$352,423,287	-
Member Agency Subsidy Requirement	\$275,508,494	\$31,979,697
SCRRA Capital Budget	\$156,580,000	-
Member Agency Subsidy Requirement*	\$156,580,000	\$12,811,564
Total Annual SCRRA Expenditures	\$509,003,287	\$44,791,261

*-Funding for capital expenditures are directly allocated to SCRRA; no impact to RCTC budget

Metrolink's budget excludes the Commission's expenses for the nine RCTC-owned stations. These expenses are included in the Commission's adoption of the FY 2025/26 budget and include station operations and maintenance, right of way, and other station capital projects.

Low Carbon Transit Operations Program Resolution

Staff will apply \$1,300,000 of RCTC's regional share of Low Carbon Transit Operations Program (LCTOP) to fund Metrolink's Service Optimization and offset the Commission's annual operating subsidy, as approved by the Commission at its April 9, 2025 meeting. LCTOP is administered by Caltrans and projects eligible for this funding need to reduce greenhouse gas emissions and support transit agencies in their effort to increase mode share. The service optimization will encourage new passenger rail riders within Riverside County by increasing the number of trains trips to and from the region and expands service by increasing the number of weekday train trips from 26 to 32 for Riverside County while improving connectivity throughout the system.

As required by the LCTOP grant guidelines, Resolution No. 25-002 (Attachment 1) is needed to authorize use of the funds for the project and authorize the Executive Director to execute the Certifications and Assurances and Authorized Agent forms. The resolution is required to submit and file the grant; therefore, staff recommends adoption of the resolution related to the FY 2024/25 LCTOP grant.

FISCAL IMPACT:


Staff recommends approval of Metrolink's proposed FY 2025/26 budget and the Commission's annual share as outlined in the annual funding MOU No. 25-25-097-00 (Attachment 2), which is consistent with the Commission's FY 2025/26 SRTP and budget. The Commission's total operating funding requirement for Metrolink services for FY 2025/26 is the requested amount \$31,979,697, and staff is proposing a 3.8 percent contingency of \$1,220,303 for an overall amount of \$33,200,000. This will be funded with the following revenue sources as shown in Table 2.

Table 2: FY 2025/26 Operating Subsidy by Revenue Source

Revenue Source	Amount
Local Transportation Fund (LTF)*	\$ 23,679,697
Low Carbon Transit Operations Program (LCTOP)*	1,300,000
State Transit Assistance (STA) Fund*	4,000,000
Measure A	3,000,000
RCTC Subsidy Total	\$ 31,979,697
Added Contingency – LTF Funds	1,220,303
Revised Total	\$ 33,200,000

*-Funding for LTF, LCTOP, and STA are from state sources

The Commission's total capital obligation is \$12,811,564 and includes capital rehabilitation projects of \$11,082,406 that is proposed to be funded with FTA Section 5337 and new capital and locomotive replacement expenses of \$1,729,158 that will be covered by FTA Section 5307 grant funds. The FTA funds for capital are to be allocated to SCRRRA pending approval of the annual Short Range Transit Plan and will not have an impact on the Commission's budget as SCRRRA will directly obligate them with FTA.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26	Amount:	FY26 Ops \$33,200,000
Source of Funds:	Operating: LTF, STA, Measure A - Western County Rail, and LCTOP.			Budget Adjustment:	No
GL/Project Accounting No.:	254199 86101 00000 0000 103 25 86101			\$33,200,000	
Fiscal Procedures Approved:				Date:	05/22/2025

Attachments:

- 1) Resolution No. 25-002
- 2) Draft MOU No. 25-25-097-00 for FY 2025/26 SCRRRA Funding

RESOLUTION NO. 25-002

**AUTHORIZATION FOR THE EXECUTION OF THE
CERTIFICATIONS AND ASSURANCES AND AUTHORIZED AGENT FORMS
FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP)
FOR THE SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY (SCRRA) SERVICE
OPTIMIZATION IN RIVERSIDE COUNTY IN THE AMOUNT OF \$1,300,000**

WHEREAS, the Riverside County Transportation Commission is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation (Department) as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors, including local agencies; and

WHEREAS, the Riverside County Transportation Commission wishes to delegate authorization to execute the Certification and Assurances and the Authorized Agent documents for the LCTOP in relation to the SCRRA Service Optimization in Riverside County, and any amendments thereto, to Aaron Hake, Executive Director; and

WHEREAS, the Riverside County Transportation Commission wishes to implement the LCTOP project(s) listed above.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects.

NOW THEREFORE, BE IT FURTHER RESOLVED that Aaron Hake, Executive Director be authorized to execute all required documents for the LCTOP program and any Amendments thereto with the California Department of Transportation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Riverside County Transportation Commission that it hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2024-2025 LCTOP funds:

(Continued on next page)

List project(s), including the following information:

Project Name: SCRRRA Service Optimization in Riverside County

Amount of LCTOP funds requested: \$1,300,000

Short description of project: The Southern California Regional Rail Authority will use LCTOP funds to encourage new passenger rail riders within Riverside County by increasing the number of trains as part of Metrolink's regional passenger rail service.

Benefit to a Priority Populations: Increase regional passenger rail service to disadvantaged communities.

Amount to benefit Priority Populations: \$1,300,000

Contributing Sponsors (if applicable):

APPROVED AND ADOPTED this 11th day of June 2025.

Karen Spiegel, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

DRAFT Agreement No. 25-25-097-00

**MEMORANDUM OF UNDERSTANDING NO. 25-25-097-00
BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SOUTHERN CALIFORNIA REGIONAL RAIL AUTHORITY
FOR
FISCAL YEAR 2025-26 ANNUAL FUNDING MOU**

This Memorandum of Understanding (“MOU”) is effective as of July 1, 2025, by and between the Southern California Regional Rail Authority (hereinafter referred to as “SCRRA”), 900 Wilshire Blvd., Suite 1500, Los Angeles, California 90017, and the Riverside County Transportation Commission, 4080 Lemon Street, 3rd Floor, Riverside, California 92501, a public agency (hereinafter referred to as “RCTC”), which are sometimes individually referred to as “PARTY”, and collectively referred to as “PARTIES”.

I. RECITALS

- A. RCTC and SCRRA desire to enter into a MOU to define RCTC’s financial commitments to the SCRRA fiscal year (FY) 2025-26 operating budget and rehabilitation/renovation and new capital budget (collectively, the “BUDGET”).
- B. RCTC and SCRRA desire to enter into this MOU to define the respective responsibilities of SCRRA as direct recipient of RCTC federal funds for costs in connection with the rehabilitation/renovation and new capital budget, and SCRRA’s prior year rehabilitation/renovation and new capital costs, and as a subrecipient on previously allocated federal funds.
- C. SCRRA provides a commuter rail service operating to, within, or through Los Angeles, Riverside, San Bernardino, Ventura, San Diego and Orange Counties.
- D. RCTC funds SCRRA commuter rail services benefitting Riverside County on the Riverside Line, Inland Empire-Orange County Line, and 91/Perris Valley Line (91/PVL) consistent with the existing cost sharing formula established by the Joint Powers Agreement forming SCRRA (“JPA”), RCTC Agreement No. M-23-008, to which RCTC is a party.
- E. SCRRA’s operating budget covers train operations, including operating crews, dispatching, equipment maintenance, fuel, non-scheduled rolling stock repairs, operating facilities maintenance, rolling stock lease payments, security and guard services, public safety programs, passenger relations, existing ticket vending devices (TVD) maintenance and revenue collection, marketing and market

research, media/external relations, utilities and leases, passenger transfers to other operators, Rail 2 Rail program, station maintenance, freight rail agreements and general administrative costs that support SCRRA operations.

- F. SCRRA's ongoing capital budget includes the following rehabilitation/renovation and new capital projects: track, structure, and signal work; all-share facilities projects, rolling stock (cars and locomotives), information technology, communications, rubber tire vehicles, existing TVD, and mechanical improvements.
- G. RCTC, at its June 11, 2025, meeting, approved RCTC's financial commitments to the SCRRA FY 2025-26 budget for operating costs and for rehabilitation/renovation and new capital projects with funds to be drawn down by SCRRA from the Federal Transit Administration (FTA).
- H. RCTC, in previous Commission meetings, has approved RCTC's financial commitment to prior SCRRA rehabilitation/renovation and new capital projects. Certain projects have not been completed and funds for those carryover projects will be drawn down by RCTC from the FTA and used to reimburse SCRRA as work related to the approved projects are completed and invoiced to RCTC.
- I. SCRRA agrees to provide weed abatement, debris removal, track maintenance, graffiti removal, and other related maintenance, at road crossings, as well as routine maintenance, inspection and repairs of track, structures, signal system, grade crossing warning system and communication infrastructure (collectively, "Maintenance of Way Services") within twenty (20) feet from the center line along all operational tracks within the Perris Valley Line.
- J. Pursuant to the Shared Use Agreement (San Jacinto Subdivision) between RCTC and BNSF Railway (BNSF), BNSF is obligated to pay an indexed per train mile fee (\$1.31 per train mile as of April 1, 2024) for BNSF freight trains traversing over the subdivision and an indexed annual amount (currently \$827,614 per year as of April 1, 2024).
- K. SCRRA will also maintain, only to the extent that costs so incurred will be reimbursable by BNSF, within twenty (20) feet from the center line along the freight-only double track, sidings and spurs between Highgrove Junction to the end of the PVL operating segment ("Freight Only Maintenance of Way Services"). SCRRA will bill BNSF directly for this Freight Only Maintenance of Way Services per the SCRRA Industry/Spur Track Maintenance on Behalf BNSF letter MOU dated February 24, 2006, as amended, between SCRRA and BNSF.
- L. SCRRA agrees to provide special train service as included in the budget and will coordinate schedules and service options with member agencies.
- M. RCTC shall provide security guard services for the layover facilities at South Perris and Riverside Downtown stations, and SCRRA agrees to reimburse RCTC for such services as further detailed in this MOU but not to exceed \$400,000.00.

- N. The Parties acknowledge that in prior funding years SCRRA was a subrecipient of federal funds, and that under this MOU, the intent is for RCTC to program the federal funding for state of good repair, and new capital grants with FTA, and for SCRRA to be a direct recipient of such funds. SCRRA will continue to be the subrecipient to RCTC for all prior grants until the end of the useful life of all the capital investments associated with those grants.

II. **Scope of MOU**

This MOU specifies the terms and conditions, roles and responsibilities of the PARTIES as they pertain to the subjects and projects addressed herein. Both RCTC and SCRRA agree that each will cooperate and coordinate with the other in all activities covered by this MOU and any other supplemental MOUs that may be required to facilitate the purposes thereof.

III. **Responsibilities of RCTC**

RCTC agrees to the following responsibilities for the BUDGET:

- A. Allocate to SCRRA the RCTC share of the BUDGET for operating costs in the not-to-exceed amount of Thirty One Million, Nine Hundred Seventy-Nine Thousand, Six Hundred Ninety-Seven Dollars (\$31,979,697.00) for rail operations using state, local and federal funds. These fund sources include Transportation Development Act funds for Local Transportation Funds (LTF), State Transit Assistance (STA), Low Carbon Transit Operations Program (LCTOP) Funding, and Measure A. RCTC will provide STA funds instead of FTA Section 5337 for RCTC's share of FY26 Preventative Maintenance. The breakdown of all funds to be used for the operating subsidy allocation is as follows:

Source	Amount
LTF	\$ 23,679,697
STA	\$ 4,000,000
LCTOP	\$ 1,300,000
Measure A	\$ 3,000,000
Total	\$ 31,979,697

In addition, RCTC will establish a 3.82% contingency amount of One Million, Two Hundred and Twenty Thousand, Three Hundred and Three Dollars

- (\$1,220,303) for unforeseen expenses or service adjustments during the year. Separate invoices will be required for any contingency related expenses.
- B. Metrolink has requested Eleven Million, Eighty-Two Thousand, Four Hundred and Six Dollars (\$11,082,406) of rehab for state of good repair and One Million, Seven Hundred Twenty-Nine Thousand, One Hundred Fifty-Eight Dollars (\$1,729,158) of new capital. For state of good repair, RCTC will program Eleven Million, Eighty-Two Thousand, Four Hundred and Six Dollars (\$11,082,406) in FTA Section 5337. For new capital, RCTC will program One Million, Seven Hundred Twenty-Nine Thousand, One-Hundred Fifty-Eight Dollars (\$1,729,158) of 5307 funding. The new capital subsidy and state of good repair capital subsidy from FTA Sections 5307 and 5337 funds shall be drawn down directly by SCRRA. SCRRA will develop and execute the grants directly with FTA and provide RCTC with a written copy of the executed grants and quarterly updates as to the status of the projects and fund drawdowns. RCTC has provided the FTA Allocation Letter in Exhibit F.
- C. For federal funds provided through MOUs prior to Agreement No. 23-25-079-00, the Annual Funding MOU for FY 2023-24 (Prior Year MOUs), RCTC will continue to reimburse SCRRA as a subrecipient for rehabilitation and renovation projects. RCTC shall review each invoice and pay all authorized expenses within 30 days following approval of an invoice that is properly submitted in accordance with this MOU. The best available information at the time of execution of this Agreement regarding the federal funding sources from Prior Year MOUs is included in Exhibit D, Details of Federal Award, attached to this MOU and incorporated herein by reference. RCTC may provide SCRRA an updated Details of Federal Award with additional or revised information regarding the federal funding sources via a separate letter, which shall, without further action of the PARTIES, amend the current version of Exhibit D and be considered a part of this MOU. Such additional information or revisions shall not include changes to the terms of this MOU, or the amount of funding provided hereunder.
- D. For funds provided through Prior Year MOUs, RCTC will review each SCRRA invoice for rehabilitation/renovation, and RCTC-approved new capital project costs to ensure eligibility for federal reimbursement and make timely drawdown requests to FTA for eligible expenses following approval of the invoice.
- E. For funds provided through Prior Year MOUs, RCTC will prepare and submit to the FTA, on a timely basis, all required periodic reports and milestone updates.

- F. For funds provided through Prior Year MOUs, RCTC will comply with all requirements of the current FTA Master Agreement, found at [FTA Master Agreement \(version 32, March 26, 2025\) | FTA](#)
- G. For funds provided through Prior Year MOUs, RCTC will monitor SCRRA's respective responsibilities as a subrecipient of RCTC's federal funds for rehabilitation/renovation and new capital costs in connection with the BUDGET and with SCRRA's prior years' carryover budget.
- H. Per the regular operating formula, as set forth in the JPA, reimburse SCRRA for Maintenance of Way Services performed within twenty (20) feet from the center line along PVL, including any railroad structure or ballast cross-section that is located outside of these twenty (20) feet area (collectively, the "PVL SCRRA Maintenance Area"). These costs shall be included in the quarterly rail operations invoices submitted by SCRRA pursuant to Section III.A and are part of the BUDGET allocated not-to-exceed amount set forth therein as listed in Exhibit A attached to this MOU and incorporated herein by reference.
- I. For the PVL, be responsible for applicable Maintenance of Way Services that are outside the PVL SCRRA Maintenance Area. RCTC shall not be required to provide flagmen for such Maintenance of Way Services if the Roadway Workers remain outside the 20 feet from centerline of track and there is no potential to foul the tracks. RCTC shall properly ensure that contractors have safety training for employees regardless of their duties.
- J. Provide security guards for the layover facilities at South Perris and Riverside Downtown stations, which costs shall be reimbursed by SCRRA. SCRRA's payment obligation shall be based on the agreed upon terms, which is at a maximum of \$400,000 a year. RCTC shall invoice SCRRA on a quarterly basis for the direct security and management costs associated with the security of the layover facilities. RCTC shall invoice SCRRA quarterly for the direct security and management costs associated with the layover facilities' security. Notwithstanding any other provision of this MOU, RCTC may unilaterally terminate the obligation to provide security guard services under this MOU upon a 30-day written notice to SCRRA.
- K. Require, under its contract(s) for security guard services, that the contractor(s) indemnify SCRRA to the same extent as indemnification is provided to RCTC and include SCRRA as an additional insured under all applicable policies required by RCTC under the contract(s).
- L. Make available to SCRRA as part of this MOU station security camera feeds for SCRRA's safety and security needs. However, this MOU does not cover any additional connections requested by SCRRA. Future connections shall be agreed to in writing by the PARTIES, and funding for any costs associated therewith will need to be identified.

- M. RCTC will ensure compliance with the DOT governmentwide debarment and suspension (non-procurement) regulations (2 CFR Part 1200) to ensure that Federal assistance funds are not provided to anyone who has been debarred, suspended, determined ineligible, or voluntarily excluded from participating in federally assisted transactions. Verification of compliance will be completed at the time of execution of this agreement and is included in Exhibit G, SAM.gov Active Registration – Subrecipient Suspension and Disbarment Verification, attached to this MOU and incorporated herein by reference.

IV. Obligations of SCRRA

SCRRA agrees to the following responsibilities for the BUDGET:

- A. Establish fiscal controls and accounting procedures sufficient to ensure proper accounting for all transactions, so that audits may be performed. SCRRA shall use accounting and fiscal procedures conforming to generally accepted accounting principles (GAAP).
- B. Comply with the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), including but not limited to:
 - a. Indirect Cost Rate. SCRRA's submitted federally recognized indirect cost rate negotiated between SCRRA and the FTA. SCRRA will provide RCTC the rates in a separate letter as soon as they are available. If the rates are updated with FTA, within 30 days of approval, SCRRA must reconcile its billings for any over or under-recovery of indirect costs previously billed to and reimbursed by RCTC using the provisional rates. Interest may not be claimed on any potential underpayments.
- C. Comply with the requirements of 49 CFR, Part 26, et. seq., and all other FTA Disadvantaged Business Enterprise (DBE) rules, regulations and policies in carrying out this MOU, and shall implement a stand-alone DBE Program that includes goal setting, outreach, monitoring, and reporting. SCRRA shall create and maintain records of compliance with the DBE obligations in this MOU and provide compliance information to RCTC upon request.
- D. Comply with all applicable sections of 2 CFR 200 "Grants and Agreements" pertaining to the management of federally funded assets. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements 2 CFR 200.
- E. Comply with all applicable sections of FTA Circular 5010.1.e pertaining to the management of federally funded assets, FTA Circular 4220.1F pertaining to any third-party contracts funded with FTA funds, and any other applicable FTA

Circulars. SCRRA shall provide all necessary information to RCTC so that RCTC can coordinate with the FTA regarding the requirements in Circular 5010.1.e.

- F. Assume the role of direct recipient of current federal awards for the state of good repair, and new capital grants with funding allocated by RCTC. SCRRA shall comply with all requirements applicable to direct recipients of FTA funds, and provide quarterly reporting related to such awards. For all prior year outstanding grants, SCRRA will provide RCTC with all the necessary information for SCRRA to remain in compliance as a subrecipient in accordance with the Uniform Guidance, FTA requirements, and RCTC Subrecipient Guidelines, all of which are on file at the offices of the PARTIES and are incorporated herein by reference.
- G. Comply with all applicable requirements of the FTA Master Agreement, the terms of which are incorporated herein by reference, and be responsible for any violation of FTA rules, regulations or policies, or misuse of funds by SCRRA.
- H. Submit a separate invoice to RCTC (Attention: Accounts Payable) on a quarterly basis for RCTC's share of the costs associated with the individual components of the BUDGET. Each invoice shall be in a mutually acceptable form and shall include the following information, at a minimum:
 - a. RCTC Agreement number
 - b. Time period covered by the invoice
 - c. Total invoice amount
 - d. For rehabilitation/renovation and new capital projects, supporting documentation, such as progress reports, contractor invoices, or other records to indicate payment has been made to contractor(s), or that payment is imminent in the amount of the invoice, and such additional supporting documentation and background information as RCTC may reasonably require (including executed contracts, as further described below):
 - e. For prior year RCTC held FTA grants, provide all information needed for quarterly project reporting and milestone updates to allow RCTC enough time to prepare and submit to the FTA on a timely basis all required or requested FTA reports and updates. In no event shall such reports be received later than ten (10) days prior to the required date of the quarterly submission to the FTA, which is 30 days following the end of each quarter.
- I. For each invoice submitted to RCTC related to rehabilitation/renovation and capital projects, provide a description of services performed during invoice period and included in the invoice.
- J. Provide RCTC with reports or information required to demonstrate FTA compliance. These include but are not limited to the SCRRA Federal Lobbying

Disclosure Form, the equipment out of service report, and FSRS reporting once grants have been executed.

- K. Continue to renew RCTC staff access to the FTA TRAMS reporting for viewing SCRRA reports.
- L. For rehabilitation/renovation and capital projects, provide quarterly reports detailing total amount invoiced to date and balance remaining on projects; any significant issues encountered or anticipated; and a breakdown of percent completed and remaining for projects.
- M. Provide quarterly budget to actual reports to RCTC and the SCRRA Board of Directors reflecting actual ridership and revenues and expenses at a line-item level compared to the adopted operating budget, based on financial information generated by SCRRA's Oracle financial system. Such financial information shall be based on a monthly financial closing process that includes significant accruals and material account reconciliations.
- N. Operate Metrolink commuter rail service on three lines serving Riverside County within budgeted service levels. For FY26, the service pattern will include 10 Riverside Line, 14 91/PVL and 18 IEOC trains.
- O. Provide quarterly progress reports on each budgeted rehabilitation and renovation project that includes status of each project, schedule update, and expenditures to budget. Quarterly reports shall be similar to the reports previously provided by SCRRA to RCTC for FTA Quarterly Updates.
- P. Provide a reconciliation report to RCTC by March 31, 2026, identifying a surplus or deficit in FY 2024-25 RCTC allocations to the SCRRA for operating expenses.
- Q. Obtain express written permission from RCTC prior to reallocating any unexpended/surplus FY 2024-25 RCTC operating funds.
- R. Return to RCTC any unexpended/surplus FY 2024-25 funds unless RCTC has provided written permission for reallocation or an agreement on rolling over funds to FY 2025-26 for operations.
- S. Make available quarterly reports summarizing FY 2025-26 actual data versus budget, to help measure performance metrics.
- T. As applicable, prepare and submit all required reports to federal and state agencies in a timely manner by the due dates established by those agencies to avoid any penalties that could impair funding to RCTC.
- U. To qualify for reimbursement from RCTC, SCRRA must submit the invoices and documentation as detailed in this paragraph. A final invoice for operating expenses for FY 2025-26 must be submitted on or prior to June 30, 2026 for budgeted or adjusted budget operating expenses. If, after reconciliation of operating expenses is completed, it is determined that additional funds are needed to cover authorized expenses a revised final invoice with backup

justification will be provided to RCTC by March 31, 2027. The invoices for rehabilitation/renovation and new capital projects shall be provided as soon as possible, in accordance with FTA guidelines of the specified grant funds. Should a rehabilitation/renovation or capital project incur a delay, SCRRA shall promptly notify RCTC as to the cause of delay and other pertinent information that may be required to obtain an extension of grant terms, as applicable. Invoices submitted beyond the stated timeframes, unless extended, will be reviewed and may be reimbursed, on a case-by-case basis, subject to the availability of funding, as determined by RCTC and its grantors.

- V. Submit invoices to BNSF for dispatching along the PVL annual Maintenance of Way revenues and for the Freight Only Maintenance of Way Services.
- W. Provide Maintenance of Way Services within the PVL SCRRA Maintenance Area.
- X. Be responsible for all the fencing maintenance, weeding, trash, graffiti and maintenance within SCRRA's responsibility for track and structures.
- Y. As the Railroad of Record on behalf of RCTC, SCRRA agrees to provide the ENS Signage and Maintenance Services as defined in Section I.J, to track such services as a separate re-collectable project, and to bill RCTC for such services separately, outside of this MOU.
- Z. Reimburse RCTC on a quarterly basis for the direct security costs associated with the security of the layover facility located at the Riverside Downtown station and the South Perris Station along the PVL, for a total, not-to-exceed amount of \$400,000. Payments shall be made to RCTC within thirty (30) days of receipt and approval by SCRRA of RCTC's invoice and supporting documentation. Hourly rates for security services are as set forth in Exhibit C attached to this MOU and incorporated herein by reference. Notwithstanding any other provision of this MOU, SCRRA may unilaterally terminate the security guard services provided under this MOU upon 30-day written notice to RCTC.
- AA. Make available to RCTC as part of this MOU security camera feeds for RCTC's safety and security needs. The feeds captured within and near the station areas that are intended to monitor Communication Structures and other areas related to trains operations and equipment shall also be made available to RCTC. Future connections must be agreed to in writing by the PARTIES and funding for any project costs will be identified.
- BB. Maintain the 48 fibers provided by RCTC for SCRRA's use.
- CC. Be responsible for the maintenance of existing TVDs located at RCTC owned stations. Removal of any TVD from the designated station will require written notification to and approval from RCTC prior to work commencing. If the removal or the relocation of the TVD is requested by RCTC, any associated costs will be incurred by RCTC.

- DD. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the Freight Only Maintenance of Way Services and any additional Maintenance of Way Services along the PVL on a quarterly basis. Those revenues will be used to offset RCTC's member agency operating subsidy allocation and reported on quarterly invoices.
- EE. Report on and credit to RCTC's quarterly member agency operating subsidy allocation any revenues received from BNSF for the dispatching along the PVL.
- FF. Be responsible for the maintenance of the Riverside Downtown and South Perris layover facilities, unless different agreements are made in writing by both PARTIES.
- GG. Complete all work to be funded under this MOU in a good and workmanlike manner, consistent with the standard of care generally recognized as being employed by professionals in the same discipline in the State of California. Failure of SCRRA to abide by the conditions above may result in delay to payment schedule outlined in Responsibilities of RCTC.

V. Maximum Obligation

A. Notwithstanding any provisions of this MOU to the contrary, RCTC and SCRRA agree that RCTC's maximum cumulative funding obligation hereunder shall be:

(a) Thirty One Million, Nine Hundred Seventy-Nine Thousand, Six Hundred Ninety-Seven Dollars (\$31,979,697.00) for rail operations.

(b) One Million, Two Hundred and Twenty Thousand, Three Hundred and Three Dollars (\$1,220,303) for contingency.

(c) Eleven Million, Eighty-Two Thousand, Four Hundred and Six Dollars (\$11,082,406) in FTA Section 5337 for state of good repair capital subsidy. One Million, Seven Hundred Twenty-Nine Thousand, One-Hundred Fifty-Eight Dollars (\$1,729,158) for new capital subsidy in FTA Section 5307, all of which shall be programmed for direct draw down from the FTA by SCRRA.

B. Any amendments to the BUDGET that increase the amount set forth as due from RCTC or to be programmed by RCTC will require RCTC board approval.

C. Notwithstanding any provisions of the MOU to the contrary, RCTC and SCRRA agree that SCRRA's maximum cumulative payment obligation hereunder for security guard services shall be Four Hundred Thousand Dollars (\$400,000).

VI. Complete MOU

- A. This MOU, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) between SCRRA and RCTC concerning the subject matter addressed herein and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this MOU shall not affect the validity of other term(s) or conditions(s) of this MOU. The above-referenced Recitals are true and correct and are incorporated by reference herein.
- B. RCTC'S failure to insist on any instance(s) of SCRRA's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of RCTC's right to such performance or to future performance of such term(s) or condition(s), and SCRRA's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon RCTC except when specifically confirmed in writing by an authorized representative of RCTC by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.
- C. SCRRA's failure to insist on any instance(s) of RCTC's performance of any term(s) or condition(s) of this MOU shall not be construed as a waiver or relinquishment of SCRRA's right to such performance or to future performance of such term(s) or condition(s), and RCTC's obligation in respect thereto shall continue in full force and effect. Except for updates to Exhibit D, Details of Federal Award, which may be made in accordance with Section III.A, changes to any portion of this MOU shall not be binding upon SCRRA except when specifically confirmed in writing by an authorized representative of SCRRA by way of a written amendment to this MOU and issued in accordance with the provisions of this MOU.

VII. Authorized Representatives

The actions required to be taken by SCRRA and RCTC in the implementation of this MOU are delegated to the respective authorized representative of each PARTY. The authorized representative for SCRRA is its Chief Executive Officer, or designee, and the authorized representative for RCTC is its Executive Director, or designee.

VIII. Audit and Inspection

In its role as a subrecipient, or as a direct recipient, as applicable, SCRRA shall:

- A. Maintain a complete set of accounting records in accordance with GAAP for RCTC subrecipient monitoring, FTA, and normal operations purposes. The original records shall be maintained within the SCRRA limits.
- B. Prepare and file, within nine (9) months after the close of the fiscal year, financial statements of SCRRA for such fiscal year, together with an audit report thereon prepared by an independent certified public accountant. SCRRA shall publish a copy of audited financial statements within ten (10) days of board approval of the financial statements and audit report.
- C. Upon reasonable notice, permit the authorized representatives of RCTC and FTA to inspect and audit all work, materials, payroll, books, accounts and other data and records of SCRRA for a period of not less than three (3) years after final payment, or until any on-going audit is completed whichever is longer. For audit purposes, the completion date of this MOU shall be the date of RCTC's payment of SCRRA's final billing (so noted on the invoice) under this MOU.
 - a. Upon conclusion of RCTC's monitoring of SCRRA as a subrecipient under this MOU, RCTC shall prepare a notice to SCRRA of any findings or deficiencies and immediate actions to be taken by SCRRA to correct issues involving ineligible uses of federal funds.
 - i. SCRRA shall timely develop a corrective action plan for any findings or deficiencies from the issuance of the review findings to address deficiencies or noncompliance issues.
- D. With respect to audits in accordance with (C), include these same requirements in construction contracts with SCRRA's contractor(s).
- E. RCTC shall have the right to reproduce any such books, records, and accounts.
- F. For federal funding allocated under Prior Year MOUs, comply with the terms and conditions for close-out of subawards.

If the FTA determines that any FTA funds paid to SCRRA were not spent in accordance with applicable federal rules and regulations, SCRRA shall be responsible for reimbursement of all such improperly expended funds and shall make such reimbursement in the manner specified by FTA.

If SCRRA fails to comply with the requirements of this MOU as it pertains to federal requirements as a subrecipient, or as a direct recipient, as applicable, RCTC may impose additional conditions or take one or more of the following actions, as appropriate:

- A. Disallow all or part of the cost of the activity that is not in compliance.
- B. Wholly or partly suspend or terminate the federal award.
- C. Recommend that the federal agency initiate suspension or debarment proceedings; or

- D. Take other remedies that may be legally available.

IX. Indemnification and Insurance

- A. SCRRA shall indemnify, defend and hold harmless RCTC, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by SCRRA, its officers, directors, employees, contractors, or agents in connection with or arising out of the performance of this MOU.
- B. RCTC shall indemnify, defend and hold harmless SCRRA, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, worker's compensation subrogation claims, damage to or loss of use of property alleged to be caused by the acts, omissions or willful misconduct by RCTC, its officers, directors, employees or agents in connection with or arising out of the performance of this MOU.
- C. The indemnification and defense obligations of this MOU shall survive its expiration or termination.
- D. SCRRA maintains property and general liability insurance and/or self-insurance in the amounts and with coverage as set forth in the insurance certificates attached hereto as Exhibit B and incorporated herein by reference. SCRRA shall maintain such insurance for the duration of this MOU. SCRRA shall require that SCRRA contractors maintain appropriate insurance coverage for injuries to persons, or damages to property, which may arise from or in connection with their operations on RCTC property, such as trains and other rolling stock, related equipment and facilities used in the operation of commuter rail services., SCRRA and its contractors shall include RCTC as an insured or additional insured on all insurance policies required to be maintained hereunder.

X. Additional Provisions

RCTC and SCRRA agree to the following mutual responsibilities:

- A. Term of MOU: This MOU shall terminate upon the completion of the disbursement of the operating and capital funds to SCRRA and the completion

of all reports, updates or any other documentation or responsibility of the PARTIES related to the projects in the BUDGET. In all events, this MOU shall terminate within the time limits set forth in applicable FTA procedures and regulations, but in no event later than seven (7) years from the date of the execution of this MOU. This MOU may only be extended upon written mutual consent by both PARTIES.

- B. Dispute Resolution: In the case of a dispute, the Executive Director and Chief Executive Officer of the PARTIES shall timely attempt to resolve the dispute. If the PARTIES are unable to resolve the dispute, either PARTY may elect to initiate arbitration by a panel of three arbitrators pursuant to the rules of the American Arbitration Association. The panel of arbitrators shall consist of one arbitrator appointed by the governing body of each of the PARTIES, and the third member shall be appointed by mutual consent of the other two arbitrators.
- C. Modifications: This MOU may be amended in writing at any time by the mutual consent of both PARTIES. Except as expressly stated herein, no amendment shall have any force or effect unless executed in writing by both PARTIES.
- D. Laws and Regulations: RCTC and SCRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the BUDGET.
- E. Legal Authority: The persons signing below represent that they are authorized to execute this MOU on behalf of their respective PARTY, and that, by so executing this MOU, the PARTIES hereto are formally bound to the provisions of this MOU.
- F. Severability: If any term, provision, covenant or condition of this MOU is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this MOU shall not be affected thereby, and each term, provision, covenant or condition of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- G. Counterparts: This MOU may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same MOU.
- H. Force Majeure: Either PARTY shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire or flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and

provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

- I. Assignment: Neither this MOU, nor any of the PARTIES rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- J. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any PARTY to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.
- K. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this MOU. Venue shall be in Riverside County exclusively.
- L. Arbitration Fees: Should arbitration arise out of this MOU for the performance hereof, the arbitration fees, and other costs and expenses, including attorney's fees, shall be paid by the PARTY against whose favor the arbitration, or any subsequent legal action arising out of the arbitration, is found.
- M. Notices: Any notices, requests, or demands made between the PARTIES pursuant to this MOU are to be directed as follows:

To SCRRA:	To RCTC:
Southern California Regional Rail Authority	Riverside County Transportation Commission
900 Wilshire Blvd Suite 1500 Los Angeles, CA 90017	Street Address: 4080 Lemon St 3 rd Floor Riverside, CA 92501 Mailing Address: P.O. Box 12008 Riverside, CA 92502
Attention: Chief Executive Officer Tel: 213-452-0255 E-mail: KettleD@scrra.net	Attention: Executive Director Tel: 951-787-7141 E-mail: ahake@rctc.org

- N. Successors and Assigns: The provisions of this MOU shall bind and inure to the benefit of each of the PARTIES hereto, and all successors or assigns of the PARTIES hereto.
- O. Survival: All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this MOU, including, but not limited to, the indemnification, reporting, auditing, repayment of improperly expended funds, and records maintenance obligations, shall survive any such expiration or termination.
- P. Incorporation of Recitals. The recitals set forth above are true and correct and incorporated into this MOU as if fully set forth herein.
- Q. Signatures: A manually signed copy of this MOU which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU for all purposes. This MOU may be signed using an electronic signature.

This MOU shall be made effective upon execution by both PARTIES.

[Signatures on following page]

**SIGNATURE PAGE TO
MOU No. 25-25-097-00**

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU No. 25-25-097-00 to be executed on the date first above written.

**SOUTHERN CALIFORNIA
REGIONAL RAIL AUTHORITY**

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

Chief Executive Officer

Executive Director

Reviewed and Approved as to Form:

SCRRA General Legal Counsel

RCTC General Legal Counsel

EXHIBIT A

SCRRA BUDGET SUMMARY

RCTC's shares of SCRRA's FY 2025-26 Budget, as approved by the SCRRA Board of Directors in June 2025, are shown below:

Operating Budget:

RCTC Share	\$31,979,697
Total Operating Subsidy	\$31,979,697

Capital Budget:

RCTC Share – State of Good Repair	\$11,082,406
RCTC Share – New Capital	\$1,729,158
Total Capital Contribution	\$12,811,564

EXHIBIT B

SCRRRA INSURANCE CERTIFICATES

[attached behind this page]

DRAFT

EXHIBIT C

Hourly Rate for Security Guards July 2025 to June 2026
(These are the updated rates based on the new security contract)

			Hours Per Day						
Services	Location	Quantity	M-F	Sa-Su	Hours per Week	Rate	Weekly	Monthly	Yearly
Unarmed Standard	Downtown Riverside Mission	1	8	24	88	\$24.98	\$2,198.24	8,792.96	\$105,515.52
Unarmed Standard	Downtown Riverside Platform	1	8	8	56	\$24.98	\$1,398.88	5,595.52	\$67,146.24
Unarmed Standard	South Perris	1	24	24	168	\$24.98	\$4,196.64	16,786.56	\$201,438.72
Total									Not to exceed \$400,000

EXHIBIT D
DETAILS OF FEDERAL AWARD
Subrecipient Notifications

[attached behind this page]

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EXHIBIT E

NEGOTIATED INDIRECT COST RATE
AGREEMENT BETWEEN THE
SOUTHERN CALIFORNIA REGIONAL RAIL
AUTHORITY AND THE
FEDERAL TRANSIT ADMINISTRATION

[attached behind this page]

DRAFT

EXHIBIT F

FTA ALLOCATION LETTER FROM RCTC

[attached behind this page]

DRAFT

EXHIBIT G

SAM.GOV ACTIVE REGISTRATION – SUBRECIPIENT SUSPENSION AND
DISBARMENT VERIFICATION

[attached behind this page]

DRAFT

AGENDA ITEM 12

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	Joie Edles Yanez, Capital Projects Manager Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Construction and Maintenance Agreement with Southern California Regional Rail Authority for the Perris-South Station Expansion and Layover Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve the Construction & Maintenance (C&M) Agreement No. 25-33-107-00 with Southern California Regional Rail Authority (SCRRA or Metrolink) for the Perris-South Station Expansion and Layover Project (Project) in the amount of \$5,794,800; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The Commission, with the cooperation of the SCRRA, has been working over the past several years to seek funding for various infrastructure improvement projects within the Perris Valley Line (PVL) corridor. These projects will enhance reliability and enable expand bi-directional service during peak periods, helping achieve the goal of 30-minute service frequencies.

As a result of this combined effort, the California State Transportation Agency (CalSTA) awarded SCRRA \$25,042,000 in Transit and Intercity Rail Capital Program (TIRCP) funds to complete two major Metrolink PVL capacity improvements. The award includes two components:

- 1) Perris-South Station Expansion
- 2) Perris-South Layover 4th Track

These projects would provide the following infrastructure improvements:

Perris-South Station Expansion

The Project is located at the Perris-South Station on the north side of Case Road in the city of Perris. The scope of this work includes construction of a second passenger loading platform, 680 feet in length, as well as an extension of the existing platform by approximately 270 feet to match the planned second passenger loading platform, in compliance with SCRRA standards. An

at-grade pedestrian crossing will also be constructed, along with active warning devices, to provide safe access to the new platform. Additional improvements will include canopies and other passenger amenities.

To support the new platform, approximately 1,230 feet of new station track will be added, enabling two passenger trains to board and deboard at the same time. This added capacity will ensure that the station remains operational even in the event of a train breakdown on the station track.

The new platform and track were originally included in the initial design of the PVL project and were removed at the 30 percent design stage due to funding limitations. However, they were included in the final environmental document for the PVL project.

Perris-South Layover 4th Track

The scope of work includes the construction of a fourth layover track, approximately 1,425 feet in length, at the Perris-South layover maintenance yard. This work will involve installing a new rail turnout (a track component that allows trains to switch from one track to another), as well as the associated track and supporting infrastructure needed for operational use.

This component was originally part of the PVL project but was removed at 30 percent design stage due to funding limitations. However, it was included in the final environmental document for the PVL project.

Project Approach

Due to the Commission's extensive experience in the design and construction of the PVL and specifically the Perris-South Station, staff held discussions with SCRRA about the best delivery approach. It was mutually decided that Commission staff will lead all phases of the Project in close coordination with SCRRA. Both agencies will work closely to properly deliver the Project and SCRRA will assist with allocations relating to the grant funds. Due to the Project's proximity to one another the Perris-South Station Expansion and Perris-South Layover fourth track was combined into one project.

The plans, specifications and estimates (PS&E) was implemented via the Commission's Rail On-Call Design Agreement No. 21-33-064-00. The notice to proceed (NTP) for the PS&E phase was issued January 2023. The design was approved by the city of Perris and Eastern Municipal Water District March 2025 and SCRRA April 2025. The construction management firm was selected from the on-call bench December 2024 and will be provided an NTP as construction nears. RCTC submitted the allocation for TIRCP construction funding and anticipates the approval during the May 15/16, 2025, California Transportation Commission (CTC) meeting. RCTC plans on issuing the project out to bid after CTC approval and anticipates starting construction towards the end of the year.

This item seeks Commission approval of the construction and management (C&M) agreement with SCRRA, which is required before construction can begin. The agreement defines the roles and responsibilities of each agency during the construction phase.

Agreements

Construction and Maintenance Agreement with SCRRA

On October 12, 2022, the Commission approved Cooperative Agreement No. 23-33-022-00 between RCTC and SCRRA, which defined roles and responsibilities for the design and design review phases of the Project.

The attached C&M Agreement No. 25-33-107-00 establishes SCRRA's role in providing construction support services. Under this agreement, the Commission will lead the construction phase, including acquiring necessary real estate interest, managing public outreach, and handling the advertisement, award, and administration of the construction contract.

The estimated cost of the SCRRA C&M Agreement \$5,794,800.

SCRRA will provide the following field and oversight services for the project:

- Project Management Services, including:
 - Attending coordination meetings
 - Reviewing Request for Information (RFIs), submittals, work plans, and schedules
 - Overseeing construction activities impacting railroad operations, railroad signals, and active track
- Track and Structures Construction Oversight to ensure compliance with SCRRA standards and safety procedures
- SCRRA Permit Review and Approvals as required
- Procurement of Project Materials, such as Ticket Vending Devices and Passenger Information Phones
- Coordination and implementation of Positive Train Control (PTC) system modifications
- System testing and integration for communication infrastructure
- Support operational cutovers
- Management and coordination of railroad work windows
- Provision of Roadway Worker In-Charge (RWIC) protection or flagging for construction activities near or on the railroad right of way. Flagging protection is required any time personnel work in the railroad right of way, or work on nonrailroad property near or adjacent to the Foul Zone or right of way with the potential to impact railroad operations or infrastructure. The Foul Zone is the 8-foot zone on either side of any track on SCRRA's railroad. The flagging required was estimated based on the needs reflected in the staging plans. This dollar value is commensurate to other recent RCTC projects of similar size, scope and duration like the Moreno Valley / March Field Station Improvements.

This agreement includes costs related to the Federal Railroad Association's (FRA) new regulation Title 49 CFR Part 246 mandating that railroads certify signal employees under the Rail Safety Improvement Act. The regulation requires railroads to implement an FRA-approved signal worker certification program that covers training, eligibility, testing, mentoring, and revocation procedures. The new ruling also requires that the certified signal personnel be contracted directly to the operational railroad, i.e. SCRRA.

Cost Breakdown

The estimated cost of railroad work performed by SCRRA is \$5,794,800 for a period of 18 months plus an additional 6 months for project closeout.

Item	Dollar Amount	Percent
1 SCRRA Project Management Administration & Oversight	\$1,548,000	27%
2 Positive Train Control, Signals and Communications Oversight, Inspection, Cable Markings	\$415,000	7%
3 Track and Structures Oversight, Support, Inspection	\$95,000	1%
4 Railroad Safety Training, Flagging and Marking <i>78 weeks x 5 days x 4 shifts/day = 1560 shifts</i>	\$2,958,000	51%
5 10% Contingency on Items 1-4	\$501,600	9%
6 Signal System 49 CFR 246 Construction + 10% Contingency	\$277,200	5%
Total	\$5,794,800	

FISCAL IMPACT:


The SCRRA C&M agreement will be funded with STA funds, which are included in the Fiscal Year 2025/26 Short Range Transit Plan and budget scheduled for Commission approval this month. SCRRA will submit invoices to RCTC on a quarterly basis.

Funding Source Breakdown

Item	Dollar Amount	Fund Source
1 Construction Cooperative Agreement with SCRRA	\$5,794,800	STA
Total	\$5,794,800	

Expenditure Schedule

Item	FY 2024/25	FY 2025/26+	Project Accounting No.
1 Construction Cooperative Agreement with SCRRA	\$0	\$ 5,794,800	003837
Total	\$0	\$ 5,794,800	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26+	Amount:	\$5,794,800
Source of Funds:	STA			Budget Adjustment:	No
GL/Project Accounting No.:	003837 81301 00000 0000 265 33 81301				
Fiscal Procedures Approved:				Date:	05/20/2025

Attachments:

- 1) Draft Cooperative Agreement with SCRRA
- 2) Cost Breakdown

CONSTRUCTION AND MAINTENANCE AGREEMENT

For the Construction of the
Perris-South Station and Layover Facility

DRAFT

THIS COOPERATIVE AGREEMENT (Agreement) is effective this ____ day of _____ 2025, by and between the Riverside County Transportation Commission, a California public agency, 4080 Lemon Street, Riverside, California 92501 (hereinafter referred to as “RCTC”), and the

Southern California Regional Rail Authority, 900 Wilshire Boulevard, Suite 1500, Los Angeles, California, 90017, a joint powers authority (herein referred to as “SCRAA”), which are individually referred to as “Party”, and collectively referred to as “Parties”.

Recitals:

WHEREAS, SCRRRA is a five-county joint powers authority, created pursuant to California Public Utilities Code Section 130255 and California Government Code Section 6500 et seq., to build, maintain, administer, and operate the “METROLINK” commuter train system on railroad rights-of-way owned by the member agencies and through other shared use and joint operation agreements The five-county member agencies are comprised of the following: Los Angeles County Metropolitan Transportation Authority (LA METRO), Ventura County Transportation Commission (VCTC), Orange County Transportation Authority (OCTA), San Bernardino County Transportation Authority (SBCTA), and Riverside County Transportation Commission (RCTC); and

WHEREAS, RCTC, as Riverside County’s transportation agency and a member agency of METROLINK, and SCRRRA wish to work together to define the roles and responsibilities for capital improvements to the South Perris Station to include the addition of a new second passenger platform with a signalized siding track and addition of one storage track in the Perris-South Station and Layover Facility (herein referred to as “PROJECT”); and

WHEREAS, on February 9, 2023 RCTC’s Board of Directors approved Cooperative Agreement C23-33-022-00 between RCTC and SCRRRA, which defines roles and responsibilities related to the design and design review for the Perris-South Station and Layover Facility Project; and

WHEREAS, RCTC has secured funding for the PROJECT under the Transit and Intercity Rail Capital Program (TIRCP), which program is administered by the California Department of Transportation (Caltrans), and intends to use TIRCP funding to reimburse SCRRRA for the SERVICES; and

WHEREAS, RCTC and SCRRRA agree that RCTC shall be the lead on the construction phase of all improvements, acquire the necessary real estate interest, lead the public outreach effort, as identified in Exhibit D-1 “RCTC Scope of Work” (RCTC WORK); and

WHEREAS, RCTC and SCRRRA mutually agree the available funding to perform the SERVICES for the PROJECT shall be expended efficiently in compliance with all Federal and state requirements utilizing RCTC’s Procurement Policies; and

NOW, THEREFORE, it is mutually understood and agreed by RCTC and SCRRRA as follows:

Article 1 – List of Exhibits

- Exhibit A – SCRRRA Standard Terms and Conditions

- Exhibit B-1 – Detailed Description of Project
- Exhibit B-2 – Railroad Location Print
- Exhibit B-3 – Project Plans

Insert cover page listing the plans only, do not include all plans (to be provided by RCTC)

- Exhibit B-4 – Project Specifications

Insert list of Specifications only (to be provided by RCTC)

- Exhibit B-5 – SCRRA Approval of Plans and Related Documents

Include sign-off sheets demonstrating review and agreement (to be provided by RCTC)

- Exhibit B-6 – List of Contractor Submittals Requiring SCRRA Review
- Exhibit D-1 – RCTC Scope of Work (RCTC WORK)
- Exhibit D-2 – SCRRA Scope of Work and Estimate (RAILROAD WORK)
- Exhibit E-1 – SCRRA Form 6 - Right of Entry Agreement, SCRRA Insurance Requirements
- Exhibit E-2 – SCRRA Form 37 - Rules and Requirements for Construction on SCRRA Railway Property
- Exhibit E-3 – SCRRA Grade Crossing Guidelines
- Exhibit F – Funding Schedule

TIRCP Funding from Caltrans

- Exhibit G – Other Statutory Authority Approvals

CPUC GO-88 approval, FRA Waiver etc. (to be provided by RCTC)

- Exhibit H – Coordination Requirements and Responsibilities for Work Windows and PTC System Modifications
- Exhibit J – SCRRA 49 CFR 246 Certification Program of Signal Employees

Article 2 – Description of Project

- 2.1 The Riverside County Transportation Commission (RCTC), in partnership with the Southern California Regional Rail Authority (Metrolink), Caltrans, and the City of Perris, is expanding the Perris-South Metrolink Station and layover facility. This station serves as the endpoint for Metrolink's 91/Perris Valley Line. The PROJECT will add a second passenger platform and an 1100' track at the station along with canopies and other passenger amenities. The second platform and track will add flexibility and reliability by allowing two trains in the station together for boarding and alighting. Additionally, the PROJECT includes the construction of a fourth track at the Perris-South Layover and Maintenance Facility. These improvements will enhance Metrolink service operations and efficiency by allowing more trains to be stored overnight.

Article 3 – Plans and Specifications

- 3.1 RCTC has prepared or caused to be prepared, the detailed plans, specifications, and estimates (the “PS&E”) for the proposed changes, additions, or alterations to the existing SCRRRA Perris-South Station and Layover Facility which includes the addition of passenger platform, siding track, pedestrian crossings, station canopies, and amenities along with the addition of fourth storage track at the layover facility. For a more detailed description, see **Exhibit D-1** (the “RCTC Work”) and **Exhibit D-2** (the “RAILROAD WORK”) - SCRRRA Scope of Work and Estimate. SCRRRA has reviewed and participated in development of the PS&E pursuant to Cooperative Agreement C23-33-022-00.
- 3.2 RCTC shall comply with all SCRRRA terms and conditions that are described in **Exhibits E-1** and **Exhibit E-2**, and other special guidelines that SCRRRA may provide to RCTC for this PROJECT for any work performed by RCTC or a contractor(s) to RCTC.
- 3.3 All SCRRRA standards, design criteria, and design procedures and guidelines current at the time of the final completion of the 100% PS&E shall be valid through construction duration. RCTC shall ensure that its contractors and consultants comply with all said documentation at all times. Any additional work to the 100% PS&E shall comply with the SCRRRA standards, design, and design procedures and guidelines current at the time of execution of this agreement. SCRRRA has reviewed all documentation including the PS&E for the RCTC WORK to ensure general conformance with SCRRRA standards and requirements. No changes in the final approved PS&E of the RCTC WORK may be made unless SCRRRA has consented to the proposed changes in writing. Approval by SCRRRA shall mean only that the PS&E meets the SCRRRA standards such approval by SCRRRA shall not be deemed to mean that the PS&E or construction is structurally sound, compliant with safety requirements, and appropriate or that the PS&E meets applicable regulations, laws, statutes, local ordinances, building codes, or any combination thereof.
- 3.4 Upon completion of the construction of the PROJECT, RCTC, at its sole cost and expense, shall furnish to SCRRRA a USB flash drive containing all of the construction and contract documents in portable document format (PDF), including but not limited to; plans depicting the as-constructed condition of the PROJECT and drawings for SCRRRA owned or maintained facilities electronically in an editable MicroStation format compliant with SCRRRA CAD standards.

Article 4 – RCTC Requirements Applicable to SCRRRA

See other sections for RCTC requirements.

Article 5 – SCRRRA Requirements Applicable to RCTC

- 5.1 RCTC at its sole cost and expense, shall comply and ensure that its employee(s), consultant(s), and contractor(s) comply, at all times when on or adjacent to the railroad right-of-way, with the rules and regulations, as contained in the current editions of the following documents, which are otherwise known as “REFERENCES,” as incorporated in this document as if they were set full in this paragraph and incorporated in this AGREEMENT by reference. These documents are described and can be accessed through SCRRRA’s website www.metroinktrains.com as the following:
- *General Safety Regulations for Third Party Construction and Maintenance Activity on SCRRRA Member Agency Property*
 - *Applicable SCRRRA Engineering Standards*
 - *SCRRRA Right of Way Encroachment Application*
 - *SCRRRA Right of Way Encroachment Process*
 - *SCRRRA Form 6 Temporary Right of Entry Agreement*
 - *SCRRRA Form 37 Rules and Requirements for Construction on SCRRRA Right of Way*
 - *Standard Terms and Conditions – as set forth in this AGREEMENT – Exhibit A*
- 5.2 This Agreement is not in lieu of the SCRRRA’s Permitting and Right-of-Entry process. RCTC and its consultants and contractors are required at all times to follow all SCRRRA Form 6 and 37 requirements for any persons, work, or equipment upon the railroad right-of-way, and other applicable guidelines and directives, as found at: <https://metroinktrains.com/about/agency/right-of-way/>
Applicants must submit and execute SCRRRA’s Form 6 and obtain formal SCRRRA approval prior to entering or beginning work on railroad right-of-way and before SCRRRA support services will be scheduled or provided including railroad protection, SCRRRA cable and signal marking, and SCRRRA safety. Form 6 shall be submitted to: RightofEntry@scrra.net.
- 5.3 RCTC and all employee(s), consultant(s), and contractor(s) employed by RCTC shall ensure compliance with the terms and conditions of this Agreement for work specified in this Article. SCRRRA requires all RCTC employee(s), consultant(s) and contractor(s) working on the PROJECT to attend the SCRRRA Safety Training for Roadway Worker Protection (“RWP”), as a mandatory prerequisite to enter the railroad right-of-way or perform any work outside the railroad right-of-way with potential to affect rail operations and comply with the SCRRRA safety rules while on railroad property.
- 5.4 RCTC shall ensure that its contractor(s) coordinate and comply with Roadway Worker In Charge (“RWIC”) directions at all times, standing down, and securing any equipment as directed while a train passes by.
- 5.5 SCRRRA representatives may make inspections and conduct tests to judge the effectiveness of the safety training and compliance with SCRRRA requirements with SCRRRA’s Efficiency Testing Program, 49 CFR 214 – Railroad Workplace Safety Regulations, and SCRRRA Third Party Work Rules. The employee(s), consultant(s), and

contractor(s) shall cooperate with SCRRRA, Federal, and state representatives at all times. Disregard for, or failure to comply with, the requirements of 49 CFR 214 – Railroad Workplace Safety regulations, or SCRRRA third-party safety requirements, may result in removing an offending individual(s) from the railroad right-of-way. Egregious or repeated disregard for any safety rule or requirement may result in the termination of the Right-of-Entry Agreement.

- 5.6 RCTC shall notify SCRRRA's Railroad Protective Services Contractor a minimum of three (3) weeks before the daily flagging requirements for each week. Each RWIC shift shall consist of 8 hours of support with up to one hour at either end of the shift solely to establish or take down protection as required. RWIC support shall be always required for any work within the railroad right-of-way or with the potential to foul the railroad. RCTC shall reimburse SCRRRA directly for all Railroad Protection costs.
- 5.7 RCTC's Contractor is responsible for the location and protection of all surface, sub-surface, and overhead utilities and structures. Approval of application by SCRRRA does not constitute a representation of the accuracy of the location's completeness or the existence or non-existence of any utilities or structures within the limits of this project. The exact location, type, size, and use of as-built and marked-out underground facilities, public or private, are unknown. These may include such facilities as utilities, railroad signaling and communication lines, structures, and storm drains. Before starting work, and through pot-holing utilizing hand tools only, the Contractor shall verify each utility, obstructions, and railroad signaling system before excavations, grading, track surfacing, or any other work that will or has the potential to disturb the subsurface/subgrade material.
- **SCRRRA is not a member of Underground Service Alert (DIGALERT).** Before excavating and at RCTC's sole expense, the CONTRACTOR shall determine whether any underground pipelines, electric wires, or cables, including signal and fiber optic cable systems, are present and located within the Project work area by formally requesting SCRRRA cable marking services, a minimum of 15 days before the proposed work through SCRRRA's designated email address: rightofentry@scrra.net
- 5.8 SCRRRA shall, at RCTC's sole cost, undertake all signal system construction, testing, cutover and integration into the operational signal system as required for compliance with 49 CFR 246 regulations and in compliance with SCRRRA's 49 CFR 246 Certification Program of Signal Employees, **Exhibit-J**. RCTC shall ensure that it's CONTRACTOR(S) coordinate consistently and efficiently with SCRRRA's Project Manager and SCRRRA's 49 CFR 246 certified signal contractor , providing a minimum of sixty (60) days' advance notice for requirement of implementation of all signal construction scope items to be undertaken by SCRRRA, in accordance with RCTC's CONTRACTOR's updated baseline schedule. RCTC shall ensure that its CONTRACTOR has first installed per Specifications and tested as fit for purpose all signal system components that are required for SCRRRA

to then perform 49 CFR 246 signal construction, with RCTC remaining responsible for any deficiencies or non-compliances within said components, except to the extent deficiencies or non-compliances are caused by SCRRA. SCRRA will strive to cooperate with RCTC and facilitate timely requests for coordination of 49 CFR 246 signal system construction scope with RCTC's CONTRACTOR, however RCTC and its CONTRACTOR(S) shall have no claim with SCRRA whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed through SCRRA's execution of 49 CFR 246 signal system construction scope.

- 5.9 RCTC shall provide a full-time Resident Engineer/Project Manager (RE/PM) on the site of the work during construction. The RE/PM shall have experience similar to the field of the scope of the PROJECT. The RE/PM shall be an engineer with the appropriate license in the State of California, have the authority to provide direction to the CONTRACTOR(S) employed by RCTC, have experience working on an active commuter rail or Class I railroad, and to commit RCTC within a reasonable scope of authority.

It is expected that the RE/PM will:

- Coordinate with SCRRA Staff and SCRRA Project Manager.
- Ensure RCTC & CONTRACTOR'S compliance with SCRRA Safety Rules.
- Ensure appropriate permits and Site-Specific Work Plans are in place and approved before advancing construction.
- Stop any work whenever necessary to protect life, safety and SCRRA property.
- Be familiar with SCRRA engineering standards and specifications.
- Reject materials and workmanship that do not conform to the Contract Documents including, but not limited to, SCRRA engineering standards and specifications.
- Direct work that does not conform to the Contract Documents to be removed and replaced with acceptable work.
- Communicate and coordinate with the CONTRACTOR and RWIC or flagging manager to schedule flagging protection and Form B protection.
- Understand SCRRA operations and train schedules. This includes Absolute Work Windows, Form B's, Track and Time, and the potential impact from the construction to the train operations.
- Communicate and coordinate with the CONTRACTOR and SCRRA project manager to arrange Work Windows that affect railroad operational service.
- Ensure that work is performed per the SCRRA On-Track Safety Manual, Cal OSHA, and any other regulations and guidelines that may apply to the tasks being performed. Inspector(s) shall document and notify the contractor and SCRRA of non-compliant work.

- 5.10 CONTRACTOR shall monitor, inspect, and verify compliance with the contract documents for the PROJECT including, but not limited to, the SCRRA approved PS&E and

any SCRRRA approved changes thereto the applicable requirements of this AGREEMENT incorporated into the construction contract, and special provisions of structural construction for the PROJECT, including but not limited to, bridges, foundations, walls, falsework, shoring, pre-stressed concrete, and drainage structures ("Contract Documents").

CONTRACTOR shall monitor, inspect, and verify compliance with the Contract Documents plans, specifications, and special provisions grade crossing construction, including:

- Assist in coordinating the RCTC WORK with work performed by SCRRRA track and signal contractors at the crossing area.

CONTRACTOR CROSSING QUALIFICATIONS

- Field experience from at least five at-grade highway-rail crossing construction projects on an active Commuter or Class I Railroad, preferably on SCRRRA's network.
- The ability and willingness to work when construction occurs during nights and weekends when there is less train activity.
- Actual field experience in earthwork, pavement, striping, signage, fencing, track work, site utilities, drainage, concrete, and structural steel.
- Experience coordinating the railroad work and the RCTC work within a crossing area.
- A basic understanding of at-grade crossing railroad signal system. This includes the layout of the gates, vehicle detection loops, pull-boxes, conduits, houses, flashers, and the order of which the elements at the crossing are installed.

- 5.11 RCTC will obtain approval from SCRRRA for any construction phasing proposals, associated schedules, work plans, and expected operational impacts a minimum of ninety (90) calendar days before the commencement of any work that has the potential to affect SCRRRA operations, services, equipment, infrastructure, Positive Train Control (PTC) systems, or safety procedures. All associated construction phasing plans, demolition and abandonment, track removal, replacement, and new installation must also be submitted for approval ninety (90) calendar days before the start of the work. Detailed requirements and responsibilities that affect PTC system modifications are outlined in **Exhibit H**.
- 5.12 RCTC shall, unless otherwise specified as SCRRRA's responsibility, be responsible for all coordination, permits, licenses, and agreements required by utility agencies and companies, third parties and, statutory authorities for the construction, testing, and integration into operational service of the PROJECT.
- 5.13 RCTC shall coordinate with SCRRRA for any public relations support services that may be required from SCRRRA. RCTC shall be responsible for all SCRRRA costs for such support.

- 5.14 RCTC, its officers, employees, agents, consultants, contractors, and vendors shall not interfere with the operation of Metrolink commuter train service.
- 5.5 RCTC will incorporate all requirements of this AGREEMENT, in so far as they pertain to construction, planning, coordination, and safety of operations on or about the railroad right-of-way, into the construction contract and shall further require that each of its CONTRACTORS comply with all requirements of this AGREEMENT.
- 5.16 All work within the railroad right-of-way will require railroad protective services, in accordance with **Articles 5.1, 5.2, 5.3, 5.4 and 5.6**, unless specifically agreed in writing otherwise by the SCRRA PM. Authorized Railroad Work Windows (ARWW) for the PROJECT are specified in **Article 8.5**. Work Window shall be coordinated through SCRRA's PM. RCTC shall incorporate the specified ARWW into the construction contract with the RCTC's Prime Contractor.

Article 6 – Scope of Work and Estimate by the “Project Owner”

- 6.1 RCTC performs the work shown in **Exhibit B-1** and **Exhibit D-1** – RCTC Scope of Work (hereinafter referred to as “RCTC WORK”).
- 6.2 RCTC shall perform all signal system construction not directly impacting the safe performance of the operational signal system and outside of 49 CFR 246 requirements, including but not limited to installation of cable conduits, pull boxes, cable vaults, setting signal masts, setting signal houses etc.
- 6.3 Except as otherwise provided by applicable law, removal and remediation of all contaminated or hazardous material encountered within the limits of the PROJECT shall be at no cost to SCRRA and shall be conducted per applicable law or regulation.
- 6.4 At the completion of construction, RCTC and its consultants, at its sole cost, shall review, verify, and prepare as-built drawings for provision to SCRRA.

Article 7 – Scope of Work and Estimate Costs

- 7.1 RAILROAD WORK performed by SCRRA as described in **Exhibit B-1** and **Exhibit D-2** AND RCTC WORK, as well as third-parties, shall be the sole cost to RCTC and is estimated to cost \$5,794,800. RCTC shall pay the actual incurred costs by SCRRA for the RAILROAD WORK. Should the RAILROAD WORK be less expensive than as funded by RCTC, SCRRA shall refund the difference to RCTC. However, should the RAILROAD WORK exceed the SCRRA estimate, RCTC shall reimburse SCRRA for the additional costs.
- 7.2 SCRRA shall issue the Notice to Proceed for RAILROAD WORK and RCTC WORK when all design documents are approved by SCRRA, this agreement is executed, RCTC has issued

a Notice to Proceed to the construction contractor, and RCTC has deposited the estimated costs to SCRRA, as shown in **Exhibit D-2**.

- 7.3 SCRRA shall perform all signal system construction directly impacting the safe performance of the operational signal system as covered by 49 CFR 246 requirements, including but not limited to terminating and connecting wiring to equipment, machinery and houses, labeling wiring, testing of system components, cutover and integration of all new signal system infrastructure into the existing operational system.
- 7.4 Upon completion of Section 7.2 above, SCRRA shall place orders for any needed materials or equipment, issue contracts or task orders for SCRRA construction support scope for the PROJECT, or facilitate any adjustment of existing SCRRA facilities necessary to permit construction of the PROJECT. Orders for materials, new contracts for construction, or task orders under existing contracts will be issued per SCRRA procurement policies and the laws and regulations governing public agency contracts applicable to SCRRA.
- 7.5 SCRRA shall provide a Project Manager to support the PROJECT, attend progress meetings, and review RFIs, work plans, and schedules. Where work from the scope has the potential to affect SCRRA operations, or at RCTC's request, SCRRA shall provide an overview of construction progress, ensure railroad operational safety and compliance with SCRRA standards and procedures, attend inspections and final walk-through and to attend coordination meetings between SCRRA, RCTC and RCTC's contractor and provide project direction and input as necessary. SCRRA's Project Manager shall review construction shop drawings, RFIs, work plans, and schedules related to track, turnouts, grade crossings, signals, communications, and positive Train Control within twenty (20) working days of receipt. Where numerous documents are submitted simultaneously for review, SCRRA may request additional time beyond twenty (20) working days to respond and may require RCTC to specify an order of priority upon submittal. RCTC shall review all documentation for accuracy and completeness before submittal to SCRRA for review.
- 7.6 SCRRA shall provide a Construction Inspector to support the PROJECT, observe construction activities in, over, and adjacent to SCRRA operational right-of-way for compliance with approved Site Specific Work Plans ("SSWP"), attend construction meetings, and observe construction activities for railroad operational safety and compliance with SCRRA standards and procedures.
- 7.7 At the end of any Work Window where construction has impacted, altered, or improved existing SCRRA railroad infrastructure or systems, SCRRA shall provide the support of its track, signal, and communication maintenance contractor for final inspection and acceptance into operational service of the infrastructure and systems affected by the construction. Qualified contractor representatives for the systems to be inspected, along with appropriate RCTC CM staff shall attend the final inspection. Any defects or

unacceptable conditions preventing operational service shall be immediately addressed by the contractor responsible for the construction implementation.

7.8 For Operational System Cut-overs and critical SCRRRA system integration, SCRRRA shall, at RCTC's sole cost:

- Undertake all work that requires modifications, updates, testing, and associated verification and validation of the Positive Train Control (PTC) subdivision files.
- Perform final system testing and integration into the SCRRRA network for:
 - Signal System
 - Communication shelters
 - Backbone fiber connections
 - Customer Information Systems
 - Ticket vending devices
- Supply, install, test, and commission:
 - One (1) TVD. Install, connect, and test fiber cable connections between TVD and the communications shelter. Connect power to TVD utilizing power cables previously installed, tested, and labeled by RCTC. Each TVD is to be connected to an independent breaker and clearly labeled.
 - One (1) Passenger Information Phone

RCTC shall ensure that its CONTRACTOR shall provide all labor required to support tests and maintains full responsibility for the performance of all work, materials, and equipment installed by its contractor(s).

- At RCTC sole cost, SCRRRA shall provide a test train and crews as needed for validating crossing timings for operational line speeds.

Article 8 – Construction by the Riverside County Transportation Commission

8.1 RCTC shall furnish, or cause to be furnished, all labor, materials, tools, equipment, and a superintendent for the performance of the RCTC WORK (i.e., all work contemplated by this AGREEMENT that is not RAILROAD WORK).

8.2 RCTC shall supervise and inspect the operations of all RCTC Contractors to assure compliance with the plans and specifications approved by SCRRRA, the terms of this AGREEMENT, and all SCRRRA safety requirements. If SCRRRA reasonably determines that RCTC personnel are not providing proper supervision and inspection at any time during construction of the PROJECT, or that activities of RCTC personnel are adversely impacting SCRRRA or freight railroad operations, SCRRRA has the right to stop construction within, above, or adjacent to the railroad right-of-way. Construction of the PROJECT, within, above, or adjacent to the SCRRRA operating right-of-way will not proceed until RCTC corrects the adverse condition or activity to the reasonable satisfaction of SCRRRA. If SCRRRA believes that the condition or activity is not being corrected in an expeditious and safe manner, SCRRRA will immediately notify RCTC, whereupon RCTC agrees to

institute immediate and appropriate corrective action. Should RCTC not address the situation expeditiously to the satisfaction of SCRRA, at RCTC's sole cost, SCRRA shall correct the condition with its own forces.

- 8.3 RCTC shall incorporate the requirements of **Exhibits A, E-1 and E-2** into each project construction contract. RCTC shall ensure that its Contractor conforms with the requirements described in **Exhibits A, E-1 and E-2**, to avoid delay or damage to SCRRA operations, right-of-way, property, or other facilities, or the operations, property, or facilities of others occupying or using SCRRA operating right-of-way.
- 8.4 RCTC, its officers, employees, agents, contractors, and vendors, shall immediately contact SCRRA in the event of any condition which might impact the safe operation of the railroad. The following SCRRA's emergency numbers shall be shown in a conspicuous location on the project plans.

(888) 446-9715 - Dispatch and Operations Center
(888) 446-9721 - Signal Emergencies and Crossing Problems

- 8.5 SCRRA has established an annual Absolute Work Window (AWW) calendar, **Exhibit H**, that provides preset AWWs on each subdivision and which shall be utilized by RCTC's contractor for planning AWW requirements. Only these preplanned AWWs will be available for PROJECT construction. To facilitate scheduling for the PROJECT, RCTC shall require its CONTRACTOR(s) to give SCRRA's Project Manager ninety (90) calendar days advance notice of the intent to utilize any of the preplanned AWWs and forty-five (45) calendar days advance notice of the time and date for any Limited Work Window (LWW) that may be required on a single track at any time. RCTC CONTRACTOR's operations are subordinate to the operation of trains on the SCRRA right-of way, whether passenger or freight. All work upon the SCRRA right-of-way shall be done at such times and manner as not to interfere with or endanger SCRRA Operations. SCRRA will strive to cooperate with the CONTRACTOR such that the work may be handled and performed in an efficient manner, however, RCTC and its CONTRACTORS shall have no claim with SCRRA whatsoever for any type of damages or for extra or additional compensation in the event its work is delayed by rail operations. Should it become impracticable to provide the preplanned Work Window on the dates established due to safety concerns, train operations, service obligations or other reasons provided in this Agreement, the next preplanned AWW will be utilized for performance of the work. SCRRA shall not be responsible for any additional costs and expenses resulting from a change in Work Windows.

SCRRA shall only agree to the use of work windows by RCTC's CONTRACTOR upon advanced provisions and with SCRRA's approval, of CONTRACTOR's work plans, hour-by-hour schedule, and a contact list for all of the CONTRACTOR's supervisory staff throughout the entire period of the Work Window. Notwithstanding the foregoing, SCRRA shall make good faith efforts not to unreasonably delay the PROJECT.

Work Window

1. Work Window – Form B, may be available weekends between 0001 hours and 2359 hours.
2. Work Window – Track and Time, may be intermittently available nightly, Sat/Sun between 0830 and 1700, Monday through Thursday between 1000 hours and 1130 hours, 1200 and 1430, 1530 and 1730. This is based on passenger train times and may be altered for freight specific needs to service industries south of Perris. Advance notice and collaboration with BNSF will be needed.
3. Work Window – Track and Time, may be intermittently available nightly, Friday 2100 hours through Saturday 0700 hours, and Saturday from 1800 to 2100 hours and then 2200 through Sunday 0700 hours.

Current daily traffic volumes that apply to this project will be:

Type of Train	Number of Trains	Timetable Speed
Metrolink	14	30 MPH
Freight	2	10 MPH
Total Trains	16	

The train table above shows the expected number of scheduled trains on a normal day through the project area and is subject to change. On certain days, the number of scheduled trains may vary, particularly on weekends and holidays. Certain trains may operate ahead of schedule and any of the trains may operate behind schedule, depending on operating conditions on a given day. Passenger train schedules are re-issued as necessary throughout the year and is expected to be done during the construction of the PROJECT. The most current timetable of scheduled Metrolink trains can be found via <https://metrolinktrains.com/>

- 8.8 Before completion and return to operational service of any Work Window involving track, RCTC at its sole cost, shall ensure that its CONTRACTOR coordinates with SCRRA's maintenance contractor for stabilization of the track throughout the entire limits of the work, once all trackwork components and installation is completed, to minimize the requirement for temporary speed restrictions in operational service.
- 8.9 RCTC shall ensure that throughout the period of any open or shored excavations being in place within the railroad zone of influence, any directional drilling or jack and bore

installations beneath the tracks within the zone of influence, or any drilling or pile driving adjacent to the tracks, its CONTRACTOR shall monitor adjacent railroad track elevations throughout construction, to ensure that no settlement of the track occurs. RCTC shall immediately notify the SCRRR Dispatch and Operations Center at (888) 446-9715 or (909) 596-3584, and SCRRR PM should any settlement occur. All excavations, shoring, and monitoring shall comply with the SCRRR Design Criteria Manual Chapter 15. RCTC shall additionally ensure that its contractor furnishes a performance bond when any excavation, shoring and support of excavation, or boring and jacking of pipe and casing may affect the stability of the railroad facility or track(s), or settlement of the soil around a pipe, as per the requirements of **Form 37, Section 5.11**. All performance bonds shall be sent for the attention of:

Andy Althorp

Director of Construction

2558 Supply Street Building A, Pomona, California 91767

Email: althorpa@scrra.net

Phone: (213) 494-8080

- 8.10 RCTC will ensure that its CONTRACTOR fully protects the track and associated infrastructure from any potential concrete or slurry spillage, from piling arisings or other excavation arisings, that contractor activities do not generate excessive dust, and that any work above the railroad is fully protected to ensure that there is no potential for materials or equipment to fall onto the right-of-way beneath. RCTC shall ensure that its contractor does not store materials or equipment upon the right-of-way which could foul the track and that before any material/equipment is stored upon the right-of-way, SCRRR's written agreement is first secured, with a clear access path for maintenance or emergency vehicles constantly available.
- 8.11 RCTC shall ensure that its CONTRACTOR(s) maintain the presence of a qualified Signal Engineer on site at all times throughout construction, testing, and final inspection when any work may be undertaken that has the potential to impact the safe operation of the signal system.
- 8.12 Any salvaged materials required for reuse by SCRRR within the SCRRR network shall be delivered to SCRRR. SCRRR shall be given first refusal on all salvaged material.
- 8.13 RCTC shall direct its CONTRACTOR(s) not to adversely impact operational service at the South Perris Station and to maintain the facilities for the safe use by Metrolink riders and the general public throughout construction. The CONTRACTOR(s) shall maintain a secure worksite at all times, control dust and noise, provide ADA-compliant and safe pedestrian access routes to platforms. Access routes shall be clearly identified, illuminated to SCRRR standards, free of obstructions, and maintained in a clean condition. All station services, including Ticket Vending Devices (TVDs), Customer

Information Systems (CIS), Passenger Information Phones (PIPs), canopies and seating are to be maintained in full operational service throughout construction, unless agreed otherwise in writing with SCRRA PM.

- 8.14 RCTC will ensure that all construction, materials, equipment, and workmanship that are to become SCRRA's responsibility to operate or maintain upon revenue service are fully inspected with the appropriate accompanying site or supplier test certification, records, warranties, and guarantees to meet SCRRA, Industry, and statutory authority standards and requirements.
- 8.15 RCTC must advise the SCRRA Director, Construction in writing of the proposed completion date of the PROJECT sixty (60) days in advance to allow for a meeting and punch-list walkthrough a minimum of forty-five (45) days before completion to be undertaken between RCTC, the CONTRACTOR, and SCRRA to inspect and record any outstanding work items, deficiencies, or corrections required. All track, communication, and station systems (including all infrastructure involved) and all supporting infrastructure are to be fully completed, tested, and certified for functionality and operational compliance with all SCRRA, regulatory authorities, and other applicable standards and regulations. At completion and prior to SCRRA acceptance of the PROJECT into operational service, a further walkthrough will be arranged between all said parties to ensure that all outstanding punch-list items, defects, omissions, site clean-up, and removal of materials/equipment with the potential to affect railroad operations have been addressed to SCRRA's satisfaction. RCTC shall then formally record to the SCRRA Assistant Director, Construction, in writing, the completion of the PROJECT, within thirty (30) days of completion date.
- 8.16 RCTC will provide to SCRRA within sixty (60) days of final completion, copies of all as-constructed documentation and records pertaining to the PROJECT as they relate to the railroad systems and infrastructure, to include, but not necessarily limited to;
- As-Constructed Plans and Shop Drawings
 - QA/QC records
 - Materials compliance certification tests
 - Fabrication tests
 - Warranties and Guarantees
 - O&M manuals
 - Permits
 - Track, signal, and communication system integrity and compliance test records by FRA CFR regulations
 - Training materials for SCRRA track, signal, and communication staff as applicable
 - Bridge and Structures inspection records.

- Spare parts for track, signal, and communication systems were ordered by the CONTRACTOR but were not used in the PROJECT.

8.17 Spare parts for any components or systems installed by RCTC to complete the communications system that is technologically more advanced or additional to SCRRA's current design criteria or maintenance standards.

Article 9 – Maintenance

9.1 Upon completion of the PROJECT and acceptance by SCRRA, as applicable, SCRRA will own, operate, and maintain, at its sole cost, the following portions of the PROJECT:

- The railroad roadbed, ballast, track and appurtenances;
- The railroad signal and communication facilities and appurtenances;
- The railroad maintenance roads located on the railroad right-of-way and on the railroad side of access gates;
- The railroad drainage structures; and
- Other facilities that SCRRA shall operate and/or maintain, whether constructed by RCTC or SCRRA.

9.2 Upon completion of the PROJECT and acceptance by SCRRA, SCRRA will own, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- Ticket vending devices (TVDs), Passenger Information Phones (PIPs), public address/changeable message sign (PA/CIS) equipment, Video surveillance systems, signal installations, equipment contained within the SCRRA's communications shelter building, and any other SCRRA-related facility or equipment.

9.3 Upon completion of the PROJECT and acceptance by RCTC, RCTC will accept, operate, and maintain, at its sole cost, the following portions of the PROJECT:

- The platforms, platform furniture, mini-highs, static signage, platform ramps, access routes and walkways, platform lighting, stairs, planted and landscaped areas, irrigation systems, parking facilities, restrooms, or other associated structures.

9.4 RCTC, at its sole cost, shall perform or cause to be performed all necessary maintenance, repair, operation, security, and clean-up of the station to keep the station in good order and proper condition and satisfaction of all laws, regulations, and guidelines. Railroad protective services shall be required when maintenance access to or above track or with the potential to foul the track. RCTC's responsibilities include, but are not limited to, the following:

- maintenance, repair, sweeping, cleaning and resurfacing of all station platform areas, pedestrian pathways, and related access areas;
- removal of all trash, litter and debris from the station platforms, walkways, underpasses, and landscaping areas;
- removal of all graffiti from the stations and station improvements within 24 hours of being first informed of the graffiti;
- keeping the station free of weeds and unwanted pests;
- provision and payment for all utilities and other services necessary to operate, repair, clean, secure, and maintain the station. Such utilities and services shall include, but not be limited to, any electrical, water, telephone, or trash removal service necessary for the operation of the station. RCTC shall be responsible for providing power to SCRRA's TVMs, PA/CIS equipment and communications shelter buildings.

9.5 Upon completion of the PROJECT and acceptance by SCRRA, SCRRA, as applicable, will own, operate, and maintain, at its sole cost, the following portions of the PROJECT:

- Railroad crossing warning system including the vehicular and pedestrian gates, flashers, bells, and associated appurtenances
- The at-grade highway-railroad CROSSING AREAS within two (2) feet of the rails of each track. When two or more tracks are involved, SCRRA shall maintain, at its expense, the area between the tracks where the distance between the center lines of tracks is fifteen (15) feet or less measured at the center line of the highway, normal to the tracks.

9.6 Upon completion of the PROJECT and acceptance by RCTC, RCTC will accept, operate, and maintain, at its sole cost and expense, the following portions of the PROJECT:

- The at-grade highway-railroad CROSSING AREAS starting at two (2) feet outside each track's rails. When two or more tracks are involved, RCTC shall maintain, at its expense, that portion of the area between the tracks where the distance between the center lines of tracks is greater than fifteen (15) feet measured at the center line of the highway, normal to the tracks.
- Any street improvements, including street lighting, sidewalks, curb and gutters, emergency swing gates, detectible warning strips including detectible warning strips along the edge of platforms, channelization devices for pedestrians (fencing and handrailing), pavement striping and markings (traffic and pedestrian), raised pavement markers, raised medians, traffic signals and signage within the at-grade highway-railroad

crossing areas. This work shall be done pursuant to the California Public Utilities Commission (CPUC). CPUC General Order 72-B.

- 9.7 RCTC shall share equally with SCRRA the maintenance cost of the railroad crossing warning signals and signal controls in accordance with California Public Utilities Code (CPU Code) §1202.2, except that RCTC's liability thereof shall be limited to such funds as may be set aside for allocation through the CPUC, pursuant to CPU Code §1231.1. SCRRA shall submit annual invoices to the CPUC for RCTC's share of the maintenance costs of the railroad crossing warning signals and signal controls, which costs shall be paid by the CPUC pursuant to CPU Code §1231.1. This results in no direct cost to the RCTC for the maintenance of the automatic warning devices.
- 9.8 RCTC shall, at RCTC's expense, coordinate with and participate in an Annual Joint Inspection of the traffic signal and associated railroad inner-connect (preemption) systems and provide assistance in support of SCRRA routine and any required troubleshooting testing of railroad/traffic signal pre-emption equipment and facilities under FRA Regulation Title 49 part 234 Subpart d of the Code of Federal Regulations (49 CFR Part 234), and provide qualified personnel to assist with testing of those traffic signal interconnect features outside of the Railroad right-of-way.
- 9.9 RCTC shall notify SCRRA five (5) business days in advance of any maintenance of a roadway, sidewalk, or median islands, if that maintenance activity is to occur within the railroad right-of-way. Any SCRRA flagging or inspection deemed by SCRRA to be required to protect SCRRA tracks or the traffic moving thereon shall be paid for by RCTC.
- 9.10 RCTC shall control or remove at the RCTC's expense weeds or vegetation located within the RCTC's crossing easement or within public street right-of-way on or about the crossing so that it does not become a fire hazard; obstruct visibility of railroad signs and signals along the right-of-way and at highway-rail crossings; obstruct visibility of trains or rail equipment; interfere with railroad employees performing normal trackside duties; prevent proper functioning of signal and communication lines or impede railroad employees visually inspecting moving equipment. If RCTC may not lawfully perform the control or removal work, RCTC shall reimburse SCRRA for the cost of performing such control or removal.
- 9.11 If in the future, RCTC elects to modify the existing crossing(s) by widening or replacement of crossing surface(s), then any SCRRA costs of modifications to crossing(s), including material and/or repair or rehabilitation of the railroad tracks shall be borne by RCTC.
- 9.12 If in the future, RCTC elects or is required by competent authority to raise or lower the grade of all or any portion of the track or tracks located on the crossing easement(s), RCTC shall at its expense conform the street and highway in the crossing easement area(s) to conform with change of grade of the trackage.

- 9.13 RCTC shall incorporate the requirements of **Exhibit E-1** and **Exhibit E-2** into each prime contract for maintenance. RCTC shall exercise its authority as a party to any contract for maintenance into which it enters to ensure its contractor(s) conforms with the requirements listed in **Exhibit E-1** and **Exhibit E-2**, and to ensure that operations, right-of-way, property, or other facilities of SCRRA or the operations, property or facilities of others occupying or using RCTC's right-of-way, are protected at all times. All work done by RCTC, or its contractor(s), on the railroad right-of-way shall be done in a manner satisfactory to SCRRA.

Article 10 – Shoofly Construction (Not Used)

Article 11 – Track Stabilization Period

Track stabilization is required at the end of work windows involving track construction, prior to return to service.

Article 12 – Future Quiet Zone (Not Used)

Article 13 – Distribution of Costs

- 13.1 The source of funding for the PROJECT may include Federal, state, and local funds. All contracts, costs, and invoicing for this PROJECT shall meet the requirements of the funding sources and agreements attached. see **Exhibit F**.
- 13.2 If RCTC will be receiving any Federal funding for the PROJECT, the current rules, regulations, and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this AGREEMENT by reference. The RAILROAD WORK performed by SCRRA shall be made in accordance with the Federal Aid Policy Guide.
- 13.3 Notwithstanding any provision of 23 CFR 210, RCTC agrees to assume, per 23 CFR 210 (d), responsibility for any and all shares of the cost for which SCRRA might otherwise be responsible. SCRRA shall not, in any event, be required to commit its own funds or that of its member agencies to the PROJECT.

Article 14 – Payment for SCRRA Work (RAILROAD WORK)

- 14.1 SCRRA shall invoice RCTC within fifteen (15) calendar days of execution of this AGREEMENT and RCTC shall pay SCRRA within thirty (30) calendar days of receipt of the invoice, a deposit in an amount of \$746,592, or 14 percent (14%) of the amount of the total estimate of \$5,794,800 contained in **Exhibit D-2**, SCRRA Scope of Work and Estimate, representing three (3) months of SCRRA PROJECT support costs. SCRRA shall

retain the deposit to cover support costs and invoice RCTC quarterly for all expenses incurred, with accompanying quarterly progress statements detailing the scope and costs of the RAILROAD WORK performed by SCRRA under this AGREEMENT, with such backup documentation as reasonably requested by RCTC or as necessary for compliance with applicable funding source requirements. RCTC shall reimburse SCRRA in full within thirty (30) calendar days of receipt of quarterly invoices. SCRRA shall then use the deposit as a draw down to cover PROJECT costs for the final quarter of support, with any remaining balance being returned to RCTC, or additional expenses due to SCRRA being paid by RCTC, at completion of PROJECT.

- 14.4 Once the actual cost, including the estimated allocated overhead, exceeds eighty percent (80%) of the amount estimated in **Exhibit D-2** or the total deposited to date, whichever is the lesser, and SCRRA determines that additional funds will be needed to complete the PROJECT, SCRRA shall notify RCTC and provide an updated estimate for approval. Once approved by RCTC, an amendment to this AGREEMENT shall be executed to fund the additional estimated cost.
- 14.5 SCRRA will submit quarterly statements of costs incurred by SCRRA for review by RCTC. RCTC shall review the statement for conformance with the applicable provisions of 48 CFR 31 or the requirements of the funding agreements contained in **Exhibit F – Funding Schedule** within Twenty (20) business days and provide SCRRA with written approval, comments and/or objections in writing.
- 14.6 Until SCRRA receives formal approval of its final overhead rates, the Federal Transit Administration's provisional overhead rate will be provided for cost estimation and budgeting purposes. SCRRA will invoice utilizing the Federal Transit Administration provisional overhead rate until the Federal Transit Administration, SCRRA's cognizant audit Agency, has approved the final rate at the completion of its audit, at which time SCRRA will reconcile all previous invoices and make adjustments where appropriate. Upon completion of the PROJECT, and after the SCRRA overhead rate for each period covering the construction of the PROJECT is approved by the cognizant audit Agency, SCRRA will send RCTC a detailed statement of final costs, segregated as to labor and materials for each item in the recapitulation shown in **Exhibit D-2**.
- 14.7 SCRRA, if it so elects, may recalculate and update the RAILROAD WORK Estimate submitted to the RCTC in the event RCTC does not commence construction on the portion of the PROJECT located on the Railroad Right-of-Way within six (6) months from the commencement date of the RAILROAD WORK, as mutually agreed to be (quote date).
- 14.8 Notwithstanding the amount of the RAILROAD WORK Estimate provided by SCRRA, RCTC agrees to reimburse SCRRA for one hundred percent (100%) of all actual costs incurred by SCRRA in connection with the PROJECT, including, but not limited to, actual costs of

engineering review, coordination, construction inspection, flagging or other protective service, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the normal and customary additives applicable to SCRRA (which shall include direct and indirect overhead costs).

Article 15 – Contractor’s Right-of-Entry Permit and Insurance

- 15.1 Entry onto the SCRRA operating right-of-way by RCTC or its CONTRACTOR(s) shall at all times be subject to the current requirements and procedures for securing railway flagging or other protective services – see **Article 5 – SCRRA Requirements**.
- 15.2 RCTC may not self-insure any portion of the insurance coverage for work performed by the employees of RCTC without the prior approval of SCRRA.
- 15.3 Under no circumstances will personnel, equipment, or material of a contractor(s) or RCTC be allowed on the railroad right-of-way without first providing insurance and arranging for flagging or other protective services, as this Article requires.

Article 16 – Effective Date; Term and Termination

- 16.1 This AGREEMENT shall become effective as of the date signed by both PARTIES and shall continue in full force and effect until terminated as set forth herein; provided that the maintenance obligations in Article 9 shall continue in effect, to the extent applicable.
- 16.2 This Agreement shall terminate upon completion of, and full payment for, the RAILROAD WORK performed by SCRRA pursuant to **Exhibit D-2** and **Article 7**, or 5 years (*five years*) from the Effective Date of this Agreement, whichever is earlier. A period of 180 days shall be allowed to pay all SCRRA invoices after the agreed date of completion of the RAILROAD WORK.
- 16.3 In the event RCTC does not commence construction on the portion of the PROJECT located within the Railroad Right-of-Way within twelve (12) months of the EFFECTIVE DATE of the AGREEMENT, SCRRA may, if it so elects, terminate this AGREEMENT effective thirty (30) days after delivery of written notice to RCTC.
- 16.4 SCRRA may suspend its performance under this AGREEMENT if it becomes impracticable to proceed because of a lack of PROJECT funding or restrictions on the distribution of funds.
- 16.5 If the AGREEMENT is terminated or suspended for any reason, RCTC shall pay to SCRRA all actual costs incurred by SCRRA or its Contractor(s) in connection with the PROJECT up to the date of termination or suspension, including, without limitation, all actual costs incurred by SCRRA, including allocated overhead in connection with RAILROAD WORK.

Article 17 – Conditions Precedent to Start of Work

- 17.1 Neither RCTC nor its CONTRACTOR(s) may commence work within or with the potential to foul the railroad right-of-way until:
- a) SCRRA and RCTC have executed this AGREEMENT.
 - b) RCTC has deposited required advance funds with SCRRA as provided for in Article 14
 - c) SCRRA has provided written approval of the Plans and Related Documents to RCTC.
 - d) Each Contractor has executed SCRRA "Form No. 6 -Temporary Right-of-Entry Agreement" and has obtained and provided to SCRRA the insurance policies, certificates, binders, endorsements, or a combination thereof set forth in the "Form 6 -Temporary Right-of-Entry Agreement and this AGREEMENT. Should RCTC's prime contractor elect to provide insurance and indemnification for all its subcontractors then only the prime contractor shall obtain the Form No. 6 Temporary Right-of-Entry Agreement. Application for Temporary Right-of-Entry Agreement shall include the Contractors Access Control Management Plan, **Exhibit E-1.**
 - e) All RCTC and its Contractor(s) personnel working on or adjacent to the railroad right-of-way have attended and passed the SCRRA Safety Training for Roadway Worker Protection as specified in **Article 5.**

Article 18 – Indemnification

- 18.1 Neither SCRRA, nor the Operating Railroads, nor any of SCRRA's board members, member agencies, officers, agents, volunteers, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of RCTC under or in connection with any aspect of the RCTC WORK and authority or obligation agreed to by RCTC under this AGREEMENT. RCTC shall indemnify, defend and hold harmless SCRRA, any Operating Railroads, as identified by SCRRA, as well as their respective board members, member agencies, officers, agents, volunteers, contractor(s,) and employees ("SCRRA Indemnitees") from any and all liability, loss, expense (including reasonable attorneys' fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against the SCRRA Indemnitees arising out of or connected with any negligent acts or omissions on the part of the RCTC, its

council, officers, agents, contractor(s), or employees under or in connection with any aspect of the PROJECT, RCTC WORK, authority or obligation agreed to by the RCTC under this AGREEMENT. This indemnity shall survive completion of the PROJECT, RCTC WORK, and RAILROAD WORK and termination of this AGREEMENT.

- 18.2 Neither RCTC, nor its commission members, officers, agents, contractor(s), or employees shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of SCRRA under or in connection with any RAILROAD WORK and authority or obligation agreed to by SCRRA under this AGREEMENT. SCRRA shall indemnify, defend and hold harmless RCTC, as well as their respective commission members, officers, agents, contractor(s), and employees (RCTC Indemnitees”) from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), demands, suits, liens, damages, costs, claims, including but not limited to, claims for bodily injury, death, personal injury, or property damage, that are incurred by or asserted against RCTC Indemnitees arising out of or connected with any negligent acts or omissions on the part of SCRRA, its board members, officers, agents, volunteers, contractor(s) or employees under or in connection with any aspect of the RAILROAD WORK, authority or obligation agreed to by SCRRA under this AGREEMENT. This indemnity shall survive completion of the PROJECT, RCTC WORK and RAILROAD WORK and termination of this AGREEMENT.
- 18.3 In contemplation of the provisions of Government Code §895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being PARTIES to an agreement, as defined in Government Code §895, each of the PARTIES hereto, pursuant to the authorization contained in Government Code §895.4 and §895.6, will assume the full liability imposed upon it or any of its officers, agents or employees by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of §895.2 of such code. To achieve this purpose, each PARTY agrees to indemnify and hold harmless each other for any cost or expense that may be imposed upon each other solely by virtue of said §895.2. The provisions of Civil Code §2778 are made a part hereof as if incorporated herein.

Article 19 – General Provisions

- 19.1 This AGREEMENT shall continue in force and effect unless otherwise provided herein, until mutual termination by the PARTIES or the elimination or removal of the PROJECT work whichever occurs first. The covenants and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of RCTC and SCRRA.
- 19.2 This AGREEMENT may be modified or amended only in writing. All modifications, amendments, changes, and revisions of this AGREEMENT, in whole or part and from time to time, shall be binding upon the PARTIES, so long as the same shall be in writing and executed by RCTC and SCRRA.

- 19.3 This AGREEMENT and the exhibits attached hereto contain the entire understanding between the PARTIES and supersede any prior written or oral understanding and agreement between them regarding the subject matter of this AGREEMENT. There are no representations, agreements, arrangements, or understandings, oral or written, between the PARTIES relating to the subject matter of this AGREEMENT, which are not fully expressed herein.
- 19.4 The PARTIES to this AGREEMENT shall maintain all records associated with the PROJECT for the period of three (3) years from the date of the final invoice in accordance with 23 CFR 645. Since funding is provided by State the books pertaining to the work shall be open to inspection and audit by representatives of the State for three (3) years after payment of final invoice. Furthermore, each PARTY shall make all records available for audit by SCRRRA, or RCTC, or State auditors, or all or any combination. All audits are to be performed in accordance with audit principles and standards as set forth in 48 CFR, Chapter 1, Part 31, or principles applicable to the TIRCP funding.
- 19.5 In addition to the specific provisions of this AGREEMENT, delay in performance by any PARTY hereunder shall not be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; weather; fires; casualties; accidents; emergencies; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; unusually severe weather; Federally-mandated inspections and maintenance; and/or any other causes beyond the control or without the fault of the PARTY claiming an extension of time for any such cause. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of commencement of the cause. If, however, notice by the PARTY claiming such extension is sent to the other PARTY more than thirty (30) calendar days after the commencement of the cause, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice.
- 19.6 RCTC and SCRRRA shall comply with all applicable federal, state, and local laws, statutes, ordinances, and regulations of any governmental authority having jurisdiction over the PROJECT.
- 19.7 Neither this AGREEMENT, nor any of the PARTIES rights, obligations, duties, nor authority hereunder may be assigned in whole or in part by either PARTY without the prior written consent of the other PARTY. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.
- 19.8 The execution and delivery of this AGREEMENT by each PARTY and the consummation of the transactions contemplated hereby are within the power of each PARTY and have been duly authorized by all necessary actions of each respective PARTY.

- 19.9 In the event any part of this AGREEMENT is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such part shall be deemed severed from the remainder of this AGREEMENT and the balance of this AGREEMENT shall remain in effect.
- 19.10 This AGREEMENT shall be construed and interpreted under the laws of the State of California. Venue shall be in Riverside County.
- 19.11 The article and section headings in this AGREEMENT are for convenience only and shall not be used in its interpretation or considered part of this AGREEMENT.
- 19.12 The RECITALS set forth above are incorporated into this AGREEMENT.
- 19.13 This AGREEMENT may be executed in counterparts and by the PARTIES hereto is separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same AGREEMENT.
- 19.14 Any notice sent by first class mail, postage paid, to the address and addressee, shall be deemed to have been given when in the ordinary course it would be delivered. The representatives of the PARTIES who are primarily responsible for the administration of this AGREEMENT, and to whom notices, demands and communications shall be given, are as follows:

RCTC:

Person

Title

RCTC

4080 Lemon Street, 3rd Floor

Riverside, CA 92570

E-mail: XXXXXXXXXXXX

Telephone: (951) 787-7141

SCRRA:

Andy Althorp

Director, Construction

SCRRA/Metrolink

2558 Supply Street

Pomona, CA 91767

E-Mail: althorpa@scrra.net

Telephone: (909) 593-6973

19. 15 There are no intended third party beneficiaries of any right or obligation assumed by the Parties under this AGREEMENT.

- 19.16 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.

DRAFT


METROLINK.

Date	4/28/25						
Cooperative Agreement	TBD						
SCRRA Project No.	TBD						
Project Name	South-Perris Station and Layover Facility Expansion						
Schedule	18 months (+ 6 months closeout)						
NO.	ITEM	QUANTITY			UNIT	UNIT COST	TOTAL COST
		No. of Months	Hours per Month	Total			
A	Agency						
1	Project Management	24	140	3,360	HR	\$275.00	\$924,000.00
2	Signals and Comm Staff	18	72	1,296	HR	\$250.00	\$324,000.00
3	SCRRA Staff Administration	24	20	480	HR	\$250.00	\$120,000.00
4	Site Oversight (consultant)	18	50	900	HR	\$200.00	\$180,000.00
	Sub-Total			6,036			\$1,548,000.00
B	PTC, Signals, and Communications						
1	Signal / Comms Construction Support (Allowance)			1	LS	\$125,000.00	\$125,000.00
2	Signal / Comms site oversight/inspection (Maintenance contractor)			1	LS	\$50,000.00	\$50,000.00
3	SCRRA Cable Markings			1	LS	\$75,000.00	\$75,000.00
4	Ticket Vending Device (TVD)			1	LS	\$135,000.00	\$135,000.00
5	Passenger Information Phone (PIP)			1	LS	\$30,000.00	\$30,000.00
	Sub-Total						\$415,000.00
C	Track and Structures						
1	Track Maintenance Contractor oversight, support, inspection			1	LS	\$30,000.00	\$30,000.00
2	Track Stabilization			1	LS	\$65,000.00	\$65,000.00
	Sub-Total						\$95,000.00
D*	RWP Training/Flagging/C&S Markings						
1	Safety Training by SCRRA Consultant			36	EA	\$2,000.00	\$72,000.00
2	Flagging Services-Construction Contractor Support (78 weeks x 5 days x 4 shifts/day)			1,560	Shifts	\$1,850.00	\$2,886,000.00
	Sub-Total						\$2,958,000.00
	Total						\$5,016,000.00
	Contingency				10%		\$501,600.00
	Signal System 49 CFR 246 Construction (including 10% contingency)						\$277,200.00
	TOTAL ESTIMATED COST						\$5,794,800.00

Notes:

- 1 The cost of the SCRRA services shown is an estimate only. RCTC shall reimburse the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management except for item D1 & D2.
- 2 Project duration and associated support required is based on the proposed construction phasing plan as provided by RCTC in October 2024.
- 3 SCRRA costs associated with support to any requirement for relocation or protection of communication cables within, and/or equipment or furniture upon the platforms, is currently not possible to define until the project design is finalized and impacts are fully understood. Numbers at current are a placeholder only and may increase or decrease.

* RCTC contractor to pay these funds directly to SCRRA's flagging contractor.

AGENDA ITEM 13

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	June 11, 2025
TO:	Riverside County Transportation Commission
FROM:	David Lewis, Capital Projects Manager Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Perris Valley Line Double Track Project Southern California Regional Rail Authority Design Oversight Amendment

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 23-33-021-01, Amendment No. 1 to Agreement No. 23-33-021, with Southern California Regional Rail Authority (SCRRA) for project design support in the amount of \$575,000, plus a contingency amount of \$115,000, for an additional amount of \$690,000, and a total amount not to exceed \$1,190,000;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The Commission, with the cooperation of the SCRRA, has been working over the past several years to seek funding for various infrastructure improvement projects within the Perris Valley Line (PVL) corridor. These projects will enhance reliability and enable expand bi-directional service during peak periods, helping achieve the goal of 30-minute service frequencies.

PVL corridor improvement projects

- **Moreno Valley/March Field Station Upgrade Project**, which completed construction in May 2025;
- **Perris-South Station and Layover Expansion Project**, which is planned to release for construction bid in July 2025; and
- **PVL Double Track Project** (Moreno Valley - Perris), which is expected to complete Plans, Specification and Estimate by Spring of 2026.

Purpose of Agenda Item

During the initial 30% design phase, several factors were identified that expanded the project's scope, cost and schedule, resulting in the need for increased oversight by SCRRA. Commission action is needed to approve additional funding for SCRRA's oversight of the PVL Double Track Project's design.

Perris Valley Line Double Track (Moreno Valley - Perris)

The Project is located along the existing PVL alignment between the cities of Moreno Valley and Perris. The scope of work includes upgrading approximately six miles of a second main track to meet passenger rail standards. Combined with the completed Moreno Valley/March Field Station Upgrade Project, this effort will create a continuous double track corridor along the PVL between Eastridge Avenue and Nuevo Road, totaling approximately nine miles.

Project Approach

In October of 2022, the Commission authorized staff to proceed with the design of the PVL Double Track Project and at the same meeting, approved entering into a cooperative design support agreement with SCRRA. The cost of the SCRRA design and environmental support services was estimated at \$500,000. At that time, the total project cost was estimated to be \$34,100,000, which included \$5,000,000 for pre-construction phases and \$29,100,000 for construction. The design is currently approaching the 90 percent completion stage, and there has been significant scope and cost increases, bringing the total estimated project cost to \$80,000,000. The expanded scope is due to the following factors:

1. A significantly greater effort was required to assess the condition of the existing facility.
2. Review of the existing 18 rail turnouts, track components that allow trains to switch from one track to another, revealed that none met Metrolink standards, requiring full replacement.
3. Each new turnout required the installation of new, previously non-existent leaving signals to prevent conflicts between freight and commuter trains.
4. RCTC received an FTA Transportation, and Housing and Urban Development Grant (THUD) for construction, which triggered the need for National Environmental Policy Act (NEPA) compliance and additional environmental studies not required under the previous non-federal funding.
5. The expanded scope has increased both the design schedule and design costs.
6. Rising material and labor costs over the past few years have further contributed to the overall cost increase.

As part of the project development, the Commission and SCRRA will work collaboratively, with clearly defined roles and responsibilities for environmental clearance and final design. Consistent with previous projects, the Commission entered into a cooperative agreement with SCRRA.

Under this agreement, the Commission serves as the lead agency for the environmental and design phases, while SCRRA provides the following oversight services:

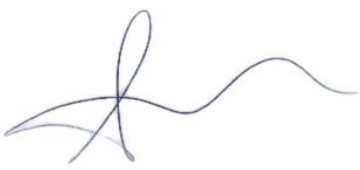
- 1) Design/environmental review;
- 2) Right of entry permit processing/support;
- 3) SCRRA communications & signals cable marking;
- 4) SCRRA safety training (assuming 4 courses needed during design phase); and
- 5) Flagging protection for SCRRA right of way during design phase.

The cost of the SCRRA design and environmental support services was originally estimated at \$500,000. Due to the increased project scope and extended timeline, the required level of oversight has increased. In accordance with the existing agreement, SCRRA is required to notify RCTC when 75 percent of the budget has been expended. SCRRA has provided this notification and has also informed RCTC that additional funding is needed to continue has also notified RCTC that additional funds would be required through the new projected design completion date.

RCTC staff is working closely with SCRRA to develop an amendment to the cooperative agreement and finalize the updated cost. Staff recommends approval of the amendment to Cooperative Agreement No. 23-33-021-00 between the Commission and SCRRA, increasing the total amount for engineering and environmental support services by \$575,000, plus a contingency amount of \$115,000, for a total amount not to exceed \$690,000. This also increases the total amount of the design oversight to \$1,190,000.

FISCAL IMPACT:

Funds during the upcoming fiscal year will be available upon passage of the FY 2025/26 Budget.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27	Amount:	\$575,000 \$115,000
Source of Funds:	STA			Budget Adjustment:	No
GL/Project Accounting No.:	003836-81304-00000-0000 265-33-81301				
Fiscal Procedures Approved:				Date:	05/19/2025

Attachment: SCRRA Design Oversight Amendment



Date		7-Apr-25							
SCRRA Project No.		461903							
Project Name		PVL Double Track							
Schedule		9 Additional Months							
NO.	ITEM	QUANTITY					UNIT	UNIT COST	TOTAL COST
		No. of Months	Meeting per Month	Hours	No. of Staff	Total Hours			
1 Project Management and Administration									
1.1	General PM Work	9	2	4	1	72	HR	\$250.00	\$18,000
1.2	Design Coordination Meetings	9	2	2	1	36	HR	\$250.00	\$9,000
1.3	Develop and coordinate C&M Agreement after design completion and prior to Construction	6		16	2	192	HR	\$250.00	\$96,000
	Sub-Total					300			\$123,000
2 Document Review/Design Support									
2.1	Review Design Documents by Engineering, Safety, Operations								
	Environmental	9		16	1	144	HR	\$250.00	\$36,000
	100% / IFB / Conformed Documents	9		20	2	360	HR	\$250.00	\$90,000
2.2	Bid & Award Support				2	40	HR	\$250.00	\$20,000
2.3	Site Visits			4	2	8	HR	\$250.00	\$2,000
	Sub-Total					504			\$148,000
3 Signal Support									
3.1	Review of Communications & Signal Design			60	4	240	HR	\$250.00	\$60,000
3.2	PTC Support			4	2	8	HR	\$250.00	\$2,000
	Sub-Total					248			\$62,000
4 Flagging & Safety Training									
4.1	Flagging					36	DAYS	\$1,850.00	\$66,600
4.2	Safety Training					50	PER	\$230.00	\$11,500
4.3	SCRRA Cable Marking					6	EA	\$2,500.00	\$15,000
4.4	ROE Permit Processing					1	LS	\$12,000.00	\$12,000
	Sub-Total					93			\$105,100
5 SCORE Program Oversight									
a	Grants and Finance	9	2	1	1	18	HR	\$250.00	\$4,500
b	Communication & Outreach Coordination	9	2	1	1	18	HR	\$250.00	\$4,500
c	Planning & Operations Support	9	2	1	1	18	HR	\$250.00	\$4,500
d	General SCORE Program Management	9	2	1	6	108	HR	\$250.00	\$27,000
	Sub-Total					162			\$40,500
	Sub-Total (Items 1-5)								\$478,600
	Contingency (20%)								\$95,720
	TOTAL ESTIMATED COST								\$574,320
Notes:									
1	The additional anticipated duration of the environmental/design phase of the project is 9 months.								
2	The cost of the SCRRA services shown is an estimate only and COMMISSION will reimburse SCRRA on the basis of actual costs and expenses. Staff rates include direct labor, fringe benefits, PTO, ICAP, SCORE Project Office Lease, and other supplemental overhead costs. Any billing will be parsed out. Allocation of office lease and expenses to these projects will be proportional to estimated staffing costs on these projects compared to the entire SCORE Program.								
3	COMMISSION shall reimburse SCRRA the actual costs and expenses incurred by SCRRA and its contractors and consultants for all services and work performed in connection with this project, including an allocated overhead representing SCRRA's costs for administration and management.								
4	All Metrolink Services provided for the review and oversight of the Project would be reimbursed by RCTC.								
Task 2.1	Current assumption is that the Project will be Environmentally Cleared via a CEQA SE and NEPA CE.								
Task 4.2	Roadway Worker Protection trainings based upon 50 total trainees.								