



## MEETING AGENDA

TIME/DATE: 9:30 a.m. / Wednesday, December 11, 2024

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

TELECONFERENCE SITES: COUNCIL CHAMBER CONFERENCE ROOM  
City of Palm Desert  
73510 Fred Waring Drive, Palm Desert

LARGE CONFERENCE ROOM  
French Valley Airport  
37600 Sky Canyon Drive, Murrieta

## COMMISSIONERS

**Chair** – Lloyd White

**Vice Chair** – Karen Spiegel

**Second Vice Chair** – Raymond Gregory

Kevin Jeffries, County of Riverside, District 1  
Karen Spiegel, County of Riverside, District 2  
Chuck Washington, County of Riverside, District 3  
V. Manuel Perez, County of Riverside, District 4  
Yxstian Gutierrez, County of Riverside, District 5  
David Happe / Rick Minjares, City of Banning  
Lloyd White / Julio Martinez, City of Beaumont  
Joseph DeConinck / Johnny Rodriguez, City of Blythe  
Linda Molina / Wendy Hewitt, City of Calimesa  
Jeremy Smith / Jennifer Dain, City of Canyon Lake  
Raymond Gregory / Mark Carnevale, City of Cathedral City  
Steven Hernandez / Stephanie Virgen, City of Coachella  
Wes Speake / Jim Steiner, City of Corona  
Scott Matas / Russell Betts, City of Desert Hot Springs  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Malcolm Lilienthal, City of Hemet  
Dana Reed / Ty Peabody, City of Indian Wells

Waymond Fermon / Oscar Ortiz, City of Indio  
Brian Berkson / Armando Carmona, City of Jurupa Valley  
Kathleen Fitzpatrick / Deborah McGarrey, City of La Quinta  
Bob Magee / Natasha Johnson, City of Lake Elsinore  
Bill Zimmerman / Dean Deines, City of Menifee  
Ulises Cabrera / Edward Delgado, City of Moreno Valley  
Cindy Warren / Lori Stone, City of Murrieta  
Berwin Hanna / Katherine Aleman, City of Norco  
Jan Harnik / Kathleen Kelly, City of Palm Desert  
Lisa Middleton / Grace Garner, City of Palm Springs  
Michael M. Vargas / Rita Rogers, City of Perris  
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 / Ashlee DePhillippo, City of Wildomar  
Catalino Pining, Governor's Appointee Caltrans District 8

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



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

[www.rctc.org](http://www.rctc.org)

## **MEETING AGENDA\***

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

**9:30 a.m.**

**Wednesday, December 11, 2024**

### **Board Room**

**County of Riverside Administrative Center  
4080 Lemon Street, First Floor, Riverside, CA**

### **TELECONFERENCE SITES**

#### **COUNCIL CHAMBER CONFERENCE ROOM**

**City of Palm Desert**

**73510 Fred Waring Drive, Palm Desert, CA**

#### **LARGE CONFERENCE ROOM**

**French Valley Airport**

**37600 Sky Canyon Drive, Murrieta, CA**

This meeting is being conducted in person as well as via teleconference. Please visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip and receive further instructions to participate via teleconference. For members of the public wishing to submit written comments, please email comments to the Clerk of the Board at [lmobley@rctc.org](mailto:lmobley@rctc.org) prior to December 10, 2024, 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](http://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. 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.*

**6A. APPROVAL OF MINUTES – NOVEMBER 13, 2024**

**Page 1**

**6B. MONTHLY INVESTMENT REPORT**

**Page 9**

**Overview**

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended October 31, 2024.

**6C. ANNUAL INVESTMENT POLICY**

**Page 12**

**Overview**

This item is for the Commission to:

- 1) Approve the revised annual Investment Policy (the “Policy”); and
- 2) Adopt Resolution No. 24-018, “Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy”.

**6D. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, JULY - SEPTEMBER 2024**

**Page 41**

**Overview**

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for July - September 2024.

**6E. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS**

**Page 46**

**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 September 30, 2024.

**6F. AMENDMENT TO 2025 COMMISSION/COMMITTEE MEETING SCHEDULE**

**Page 48**

**Overview**

This item is for the Commission to:

- 1) Adopt an amended 2025 Meeting Schedule.

**7. AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES FOR THE STATE ROUTE 79 REALIGNMENT PROJECT SEGMENT 3 CONSTRUCTION PACKAGE NO. 1**

**Page 51**

**Overview**

This item is for the Commission to:

- 1) Award Agreement No. 25-72-005-00 to Jacobs Engineering Group to prepare the plans, specifications and estimates (PS&E) for the State Route 79 Realignment Project Segment 3 Construction Package No. 1 (SR79 Seg3 or Project) from Newport Road to Simpson Road in the County of Riverside, in the amount of \$13,376,400 plus a contingency amount of \$1,337,700 for a total amount not to exceed \$14,714,100;
- 2) Approve a non-funding Cooperative Agreement No. 24-72-075-00 with County of Riverside Transportation and Land Management Agency (CRTLMA) for SR79 Seg3 PS&E, right of way (ROW) acquisition, construction, and maintenance;
- 3) Approve Memorandum of Understanding (MOU) Agreement No. 24-72-117-00 with Western Riverside Council of Governments (WRCOG) to allocate \$35,000,000 in Hemet/ San Jacinto Transportation Uniform Mitigation (TUMF) Zone funding towards the SR-79 Realignment Project. The remaining funding for the PS&E, ROW, and program management phases of the SR79 Seg3 Project will be funded by RCTC local funds;
- 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 as may be required for the Project.

**8. STATE AND FEDERAL LEGISLATIVE UPDATE**

**Page 188**

**Overview**

This item is for the Commission to:

- 1) Adopt the Commission’s 2025 State and Federal Legislative Platform; and
- 2) Receive and file a state and federal legislative update.

**9. ELECTION OF RIVERSIDE COUNTY TRANSPORTATION COMMISSION OFFICERS**

**Page 214**

**Overview**

This item is for the Commission to:

- 1) Conduct an election of officers for 2025 – Chair, Vice Chair, and Second Vice Chair.

**10. APPOINTMENT OF EXECUTIVE COMMITTEE MEMBERS**

**Page 218**

**Overview**

This item is for the Commission to:

- 1) The cities of Corona, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Riverside, and Temecula to appoint two representatives to the Executive Committee;
- 2) The cities of Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Norco, Perris, San Jacinto, and Wildomar to appoint one representative to the Executive Committee; and
- 3) The cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage to appoint one representative to the Executive Committee.

**11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA**

**12. EXECUTIVE DIRECTOR REPORT**

**13. COMMISSIONER COMMENTS**

**Overview**

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

**14. CLOSED SESSION**

**14A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 possible case

**15. ADJOURNMENT**

The next Commission meeting is scheduled to be held at 9:30 a.m. on **Wednesday, January 8, 2025.**





# **AGENDA ITEM 6A**

## **MINUTES**



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

## **MEETING MINUTES**

Wednesday, November 13, 2024

### **1. CALL TO ORDER**

The Riverside County Transportation Commission was called to order by Chair Lloyd White at 9:31 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. For public comment visit <https://rivco.org/constituent-speaking-request> to complete a speaker slip.

### **2. ROLL CALL**

#### **Commissioners/Alternates Present**

Brian Berkson  
Ulises Cabrera  
Chuck Conder  
Joseph DeConinck\*\*\*  
Kathleen Fitzpatrick\*\*\*  
Raymond Gregory\*\*\*  
Yxstian Gutierrez  
Berwin Hanna  
David Happe  
Kevin Jeffries  
Kathleen Kelly\*\*\*  
Linda Krupa  
Clint Lorimore\*  
Bob Magee  
Lynn Mallotto\*\*\*  
Scott Matas\*\*\*\*  
Linda Molina

Lisa Middleton\*\*\*\*  
Joseph Morabito  
Catalino Pining  
Dana Reed\*\*\*  
Jeremy Smith  
Wes Speake  
Karen Spiegel  
James Stewart\*\*  
Valerie Vandever  
Michael M. Vargas  
Cindy Warren\*\*  
Chuck Washington\*\*  
Lloyd White  
Bill Zimmerman\*\*

#### **Commissioners Absent**

Waymond Fermon  
Steven Hernandez  
V. Manuel Perez

\*Joined after the meeting was called to order.

\*\*Joined the meeting at French Valley.

\*\*\*Joined the meeting at Palm Desert.

### **3. PLEDGE OF ALLEGIANCE**

Commissioner Linda Molina 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.

**6. CONSENT CALENDAR**

**M/S/C (Speake/Hanna) to approve the following Consent Calendar items.**

**6A. APPROVAL OF MINUTES – OCTOBER 9, 2024**

**6B. SINGLE SIGNATURE AUTHORITY REPORT**

- 1) Receive and file the Single Signature Authority report for the first quarter ended September 30, 2024.

**6C. QUARTERLY SALES TAX ANALYSIS**

- 1) Receive and file the sales tax analysis for Quarter 2, 2024 (2Q 2024).

**6D. MONTHLY INVESTMENT REPORT**

- 1) Receive and file the Monthly Investment Report for the month ended September 30, 2024.

**6E. 15 EXPRESS LANES MONTHLY STATUS REPORTS**

- 1) Receive and file the 15 Express Lanes Monthly Reports for April, May, June and July 2024.

**6F. 91 EXPRESS LANES MONTHLY STATUS REPORTS**

- 1) Receive and file the 91 Express Lanes monthly reports for April, May, June and July 2024.

**6G. ON-CALL PAVEMENT MAINTENANCE SERVICES FOR THE EXPRESS LANES FACILITIES**

- 1) Award Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the Express Lanes Facilities for a six-year term in the amount of \$5,300,000; and

- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

**6H. 91 EXPRESS LANES MEDIAN BARRIER WALL REPLACEMENT**

- 1) Award Agreement No. 25-31-002-00 to Splice Construction Co for the 91 Express Lanes median barrier wall replacement in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270;
- 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.

**6I. RESOLUTION TO AMEND THE APPENDIX OF THE CONFLICT OF INTEREST CODE**

- 1) Adopt Resolution No. 24-019, *“Resolution of the Riverside County Transportation Commission Amending the Appendix of the Conflict of Interest Code Pursuant to the Political Reform Act of 1974”*.

At this time, Commissioners Scott Matas, Clint Lorimore, and Lisa Middleton joined the meeting.

**7. AGREEMENT FOR RAILROAD RIGHT OF WAY PROPERTY MAINTENANCE SERVICES**

Gary Ratliff, Facilities Administrator, presented the railroad property maintenance services agreement update, highlighting the following:

- Commission railroad property, including a map of the active San Jacinto Branch Line (SJBL)
  - ✓ 24 miles of operating line
  - ✓ Approximately 317 acres
  - ✓ Operated by Southern California Regional Rail Authority (SCRRA)
  - ✓ Metrolink and BNSF Railway
  - ✓ Begins Iowa/Citrus
  - ✓ Ends Perris South station
- In-active section – Railroad property, including a map of the non-operating rail line
  - ✓ 17 miles of non-operating line
  - ✓ Approximately 169 acres
  - ✓ Begins Case Road
  - ✓ Ends west 7<sup>th</sup> Street in the city of San Jacinto
- Maintenance services: Fencing; signage; weed abatement; grading; tree trimming; trash and debris removal; illegal dumping; hazardous material removal; and encampment removal

- Additional cost: Homeless encampments; illegal dumping; secure access points; storm damage repair
- Current contract information
  - ✓ 2.5 years
  - ✓ \$911,020 budget
  - ✓ \$3,388,980 to date
  - ✓ Average \$112,966 per month
- Maximizing cost efficiency through contract authority increase
  - ✓ The previous procurement attracted only two competitive bidders
  - ✓ Maintaining agreed upon labor rates
  - ✓ Streamlines administration and reduces both time and costs

Gary Ratliff noted that Jordan Gibson, Senior Project Manager, from Joshua Grading & Excavating, Inc. is in attendance today in case there are any questions.

In response to Commissioner Cindy Warren question if this is a budgeted item if it is not then where the money is coming from, Gary Ratliff replied it is a budgeted item and it is coming from Measure A funds.

**M/S/C (Molina/Krupa) to:**

- 1) **Approve Agreement No. 22-33-014-01, Amendment No. 1 to Agreement No. 22-33-014-00, with Joshua Grading & Excavating, Inc. for property maintenance services of Commission-owned railroad right of way (ROW) property for an additional amount of \$2,860,000, and a total amount not to exceed \$7,160,000;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment on behalf of the Commission; and**
- 3) **Authorize the Executive Director, or designee, to execute task orders awarded to the contractor under the terms of the agreement.**

**8. STATE AND FEDERAL LEGISLATIVE UPDATE**

Tyler Madary, Legislative Affairs Manager, presented the draft 2024 Climate Action Plan for Transportation Infrastructure (CAPTI) actions, highlighting the following areas:

- Proposed CAPTI strategies
  - ✓ Transforming the future of the highway system
  - ✓ Reducing greenhouse gases (GHG) impacts of transportation investments
  - ✓ Delivering equitable outcomes
  - ✓ Improving transparency and accountability
- CAPTI Key action highlights

- Make your voice heard
  - ✓ Public comment period through Friday, December 13
  - ✓ RCTC public outreach
  - ✓ Template comment letters in development
  - ✓ Comments can be emailed to [CAPTI@calsta.ca.gov](mailto:CAPTI@calsta.ca.gov)

Commissioner Wes Speake stated he is very disappointed as they heard loud and clear at the 2024 Mobility 21 Southern California Transportation Summit where California State Transportation Agency Secretary Toks Omishakin acknowledged they are different that one size does not fit all and this is a direct opposition to that statement that they need to get out of their cars, that is not an option for people in his city or in the east part of the county. He hopes the public sees this as another basically silent attack and not so silent attack on the fact that folks are not going to be able to move and an attack on this Board on how they implement and what the public has been promised through Measure A and SB 1. He is very disappointed to hear those proposed changes to SB 1 which need to be shouted out loud so everybody hears that door will never open again and hopes everybody writes their letters. The city has prepared their letter and are waiting just to make sure they get all the points staff mentioned and are looking forward to getting more information on how they can mobilize the public to respond to this.

Commissioner Karen Spiegel concurred with Commissioner Speake's comment and asked staff if there could be a template for the cities with the speaking points. Commissioner Spiegel referred to meeting climate action goals and stated it is bothersome when they do not have the tools or resources to meet that, it is difficult that California keeps pushing harder and harder to meet that. It is frustrating that they are not setting them up to win they are setting them up to fail and the Commission needs to get some loud voices on this. She stated that they constantly put it together whether it is a proposition that is on the ballot, or it is a bill that has been passed and suddenly behind closed doors they start tearing it apart and manipulating it.

Tyler Madary replied to Commissioner Spiegel's point about legislation the efforts that codify portions of CAPTI they do not know, and the agency would not actually be able to control where the legislature takes it from there. They have seen some aggressive efforts in the last few years and this very well could prompt legislation that goes well beyond what they are seeing today.

Commissioner Spiegel expressed appreciation to hear that Assemblymember Sabrina Cervantes was standing up for it, so they need to go back to those that were advocates for SB 1 and push on them also.

Tyler Madary concurred.

Commissioner Kevin Jeffries stated basically it is a complete change of the philosophy of transportation in California and would argue that it violates, if not the law, the spirit of

SB 1 and should be litigated by this Commission. He believes this County and the Inland Empire needed to litigate the state for decades for shortchanging the Inland Empire in all their state revenues and now they are about to do it to them on transportation. He suggested to staff to put this in layman's terms to make it so that those in elected positions, the development community, building community, and the folks who are trying to get to work every day from Riverside County all understand what is coming. He stated if it happens and they cannot overcome this the Commission will have to change priorities and work on local arterial roads only so that people who stay, live, and work in this county can get around a little better than they can otherwise, but they will have to use other methods to get around and the freeways will not be it.

Tyler Madary concurred with Commissioner Jeffries' comments and stated that staff is developing messaging to be able to communicate to the public.

Aaron Hake assured the Commissioners that he and his staff are sharing these messages from what the Commissioners have said here in meetings, with the California Transportation Commission (CTC) staff and CTC Commissioners, as well as in public at the November 7 Joint CARB/CTC/HCD meeting. He testified in public comment right after Assemblymember Cervantes and is pleased to report that their comments were in full alignment. Assemblymember Cervantes spoke strongly about the need to preserve the intent of SB 1, what the law says, and ensure that their communities are not disenfranchised by state policy. Following on her comments he shared much of what the Commissioners have voiced today and will continue to do so. Several of their staff just returned from the Self-Help Counties Coalition Annual Conference and this was the topic of discussion for many of them. Be assured that he is challenging the industry to step up and speak up and they need to be present, it will take writing thoughtful letters about the policy, why and what this means to their residents, what this means to their jurisdictions, their efforts to meet the state's housing goals, and the other various goals they are required to meet. It is important to send their staff to speak at these meetings or themselves, or someone who can speak on behalf of the community. He discussed what he has observed happening in statewide policy making when there is a legislative hearing, CTC meeting, or Air Resources Board meeting. He stated given that RCTC among others are submitting applications to the CTC within the next few weeks for the next SB 1 funding cycle it is important they speak up about what this could mean for the Commission who are going to be impacted more than any other area of the state by these policies. He thanked the Commissioners for their leadership and encouragement of staff to step forward in this way and provide statewide leadership on this issue.

Commissioner Bill Zimmerman noted that Aaron Hake had told the Commissioners that staff would be providing the cities with a template letter and asked if that is something that is still happening.

Aaron Hake replied yes, Tyler Madary has been distributing templates to cities who have requested it staff will find a way to make sure that everybody has the same thing all at



once. He will also be speaking to the city managers at the Western Riverside Council of Governments (WRCOG) City Managers Committee soon about this so there will be multiple ways they will be coordinating.

**M/S/C to:**

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

## 9. **PROPOSED 2025 COMMISSION/COMMITTEE MEETING SCHEDULE**

Lisa Mobley, Administrative Services Director/Clerk of the Board, presented the 2025 Commission/Committee meeting schedule with the option to have the July Commission meeting be considered as the dark month instead of August.

Commissioner Chuck Washington stated that he does not recall all the speaking points, but they have had this discussion about making July the dark month for at least the last few years and they have stayed with what they have previously done.

Commissioner Jeremy Smith stated he suggested they go from August to July and the reason being is because of school scheduling. July is the one month that they can almost guarantee that kids are not in school, he believes they are the only Commission that is not dark in July as Riverside Transit Agency (RTA) and WRCOG are dark in July.

Lisa Mobley stated that staff did do a small survey of other regional committees Southern California Association of Governments, RTA, and WRCOG Executive Committee are dark in July, Metrolink is dark in August, and Coachella Valley Association of Governments is dark in both July and August.

**M/S/C (Smith/Speake) to:**

- 1) **Approve being dark in July 2025; and**
- 2) **Adopt its 2025 Commission/Committee Meeting Schedule.**

**Abstained: Hanna, Happe, and Jeffries**

**No: DeConinck, Fitzpatrick, Gregory, Kelly, Mallotto, and Middleton**

Aaron Hake clarified the consequence of that is that they will not have June 2025 committees as they do not have committee meetings the month before the month that they are dark. The end of July they will have their regular committee meetings for the Commission meeting in August.

Chair White clarified that the motion and second still stands. Both Commissioners Smith and Speake concurred.

**10. ITEM(S) PULLED FROM CONSENT CALENDAR FOR DISCUSSION**

There were no items pulled from the Consent Calendar.

**11. EXECUTIVE DIRECTOR'S REPORT**

There were no Executive Director reports.

**12. COMMISSIONER COMMENTS**

**12A.** Commissioner Morabito announced that if they are a member of the California League of Cities there is a divisional meeting being held on November 14 in Moreno Valley and hopes to see them at the meeting.

**12B.** Commissioner Dana Reed is joined here today by Toper Taylor who was just elected to the city of Indian Wells City Council. Mr. Taylor has expressed great interest in serving on RCTC and since he will be termed out in two years, he will not be a candidate for re-appointment for Indian Wells. Mr. Taylor will be their representative and he wanted to introduce him and asked to welcome him. Commissioner Reed has thoroughly enjoyed his tenure on this Commission and wished everyone well, he will be Mr. Taylor's alternate if he is not available, but Mr. Taylor will be taking over in January 2025.

**13. CLOSED SESSION**

**13A. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 possible case

There were no announcements from the Closed Session.

**14. ADJOURNMENT**

There being no further business for consideration by the Riverside County Transportation Commission, Chair White adjourned the meeting at 10:33 a.m. The next Commission meeting is scheduled to be held on Wednesday, December 11, 2024.

Respectfully submitted,



Lisa Mobley  
Administrative Services Director /  
Clerk of the Board

# **AGENDA ITEM 6B**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Megan Kavand, Toll Finance Manager Sergio Vidal, Chief Financial Officer
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Monthly Investment Report

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Monthly Investment Report for the month ended October 31, 2024.

**BACKGROUND INFORMATION:**

The Commission’s investment reports reflect 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 October 2024, 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 October 31, 2024, total cash and investments in the Commission’s portfolio totaled approximately \$1.65 billion comprising of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS <sup>1</sup>
Operating	\$ 1,056,634,770
Trust	333,746,456
Commission-managed	200,071,599
STAMP for 91 CIP	62,056,517
<b>Total</b>	<b>\$ 1,652,509,342</b>
Note: <sup>1</sup> Unreconciled and unaudited	

As of October 31, 2024, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on October 11, 2023, 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.

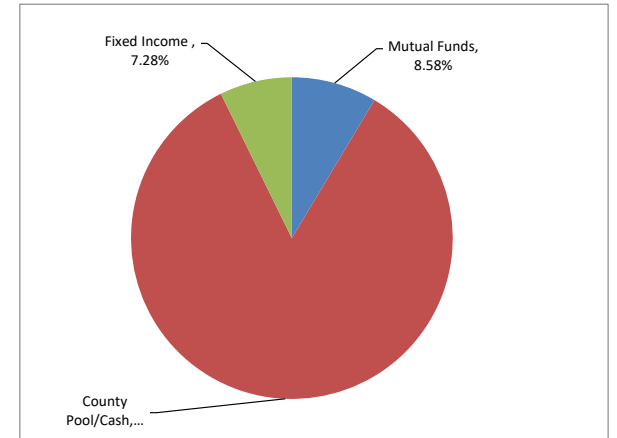
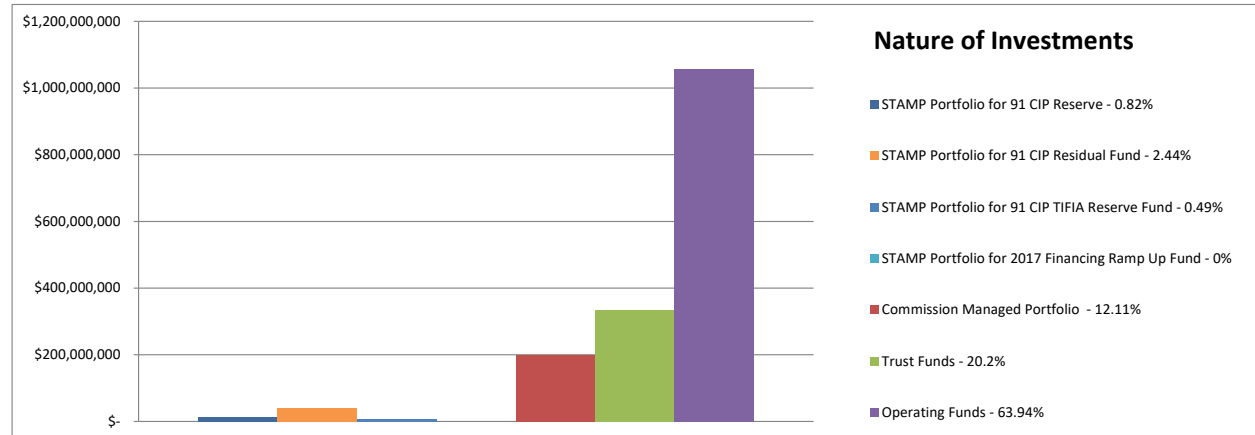
Attachment: Investment Portfolio Report

Riverside County Transportation Commission  
Investment Portfolio Report  
Period Ended: October 31, 2024

	STATEMENT BALANCE <sup>1</sup>	FINANCIAL INSTUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
<b>OPERATING FUNDS</b>												
City National Bank Deposits	20,416,403	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,036,218,367	County Treasurer	Available upon request	Aaa-bf								
<b>Subtotal Operating Funds</b>	<b>1,056,634,770</b>											
<b>FUNDS HELD IN TRUST</b>												
County Treasurer's Pooled Investment Fund: Local Transportation Fund	333,746,456	County Treasurer	Available upon request					Available upon request				
<b>Subtotal Funds Held in Trust</b>	<b>333,746,456</b>											
<b>COMMISSION MANAGED PORTFOLIO</b>												
US Bank Payden & Rygel Operating	58,217,980	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	141,853,619	US Bank	Available upon request	N/A	N/A				N/A			
<b>Subtotal Commission Managed Portfolio</b>	<b>200,071,599</b>											
<b>STAMP PORTFOLIO for 91 CIP</b>												
2013 Series A & Series B Reserve Fund	13,512,709	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	40,392,115	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	8,151,693	US Bank	Available upon request					Available upon request				
<b>Subtotal STAMP Portfolio - 91 CIP</b>	<b>62,056,517</b>											
<b>TOTAL All Cash and Investments</b>	<b>\$ 1,652,509,342</b>											

Notes:

<sup>1</sup> Unreconciled and unaudited







# **AGENDA ITEM 6C**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Sergio Vidal, Chief Financial Officer
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Annual Investment Policy

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Approve the revised annual Investment Policy (the Policy); and
- 2) Adopt Resolution No. 24-018, *“Resolution of the Riverside County Transportation Commission Regarding the Revised Investment Policy”*.

**BACKGROUND INFORMATION:**

In accordance with state law, staff annually submits a resolution to the Commission recommending approval of the Commission’s Policy. The Policy outlines the following primary investment objectives in priority order:

- To provide safety of principal;
- To provide sufficient liquidity; and
- To maximize return on investments.

**DISCUSSION:**

Section XIV of the Policy requires an annual investment policy review and specifically states that the *“Chief Financial Officer shall annually render to the Board a statement of investment policy, which the Board must consider at a public meeting. Any changes to the policy shall also be considered by the Board at a public meeting.”*

Therefore, staff reviewed the Investment Policy approved by the Commission in October 2023 and consulted with legal counsel to consider changes to the policy. Additionally, throughout the year staff consulted with the Commission’s investment managers and County Treasurer’s Office to determine an appropriate level of changes primarily affecting the Commission’s operating investment portfolio.

The following is an overview of the recommended changes to the Investment Policy:

**Proposed changes**

- Delegation of authority for this Policy has been amended as follows: The Chief Financial Officer in consultation with the Executive Director shall monitor and review all investments for consistency with the Policy.
- Adjusted the allocation of mortgage and asset-backed securities from ten percent (10%) to twenty percent (20%) in accordance with California’s Government Code Section 53601 (o) and related investment guidelines as of January 2024.
- The remaining changes to the Policy are administrative in nature and are recommended to ensure the Policy is compliance with existing government code statutes or to provide additional clarification related to administrative processes and investment limits.

**FISCAL IMPACT:**

Staff recommends approval of the Policy and adoption of Resolution No. 24-018 related to the Policy. There is no fiscal impact related to the approval and adoption of this Policy.

Attachments:

- 1) Resolution No. 24-018
- 2) Investment Policy (red-line draft)
- 3) Investment Policy (clean)

**RESOLUTION NO. 24-018****RESOLUTION OF THE  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
REGARDING THE REVISED INVESTMENT POLICY**

**WHEREAS**, the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern (California Government Code Sections 53600.6 and 53630.1); and

**WHEREAS**, the legislative body of the Riverside County Transportation Commission (the "Commission") may invest surplus monies not required for the immediate necessities of the Commission in accordance with the provisions of California Government Code Section 53600 *et seq.*; and

**WHEREAS**, the Commission has previously developed and adopted its Investment Policy (the "Policy"); and

**WHEREAS**, Section 53646 of the California Government Code allows local agencies to annually approve at a public meeting a Statement of Investment Policy prepared by the treasurer or chief fiscal officer of such local agency; and

**WHEREAS**, pursuant to California Government Code Section 53646(a)(2), any changes to the Commission's Policy shall be considered by the governing body at a public meeting; and

**WHEREAS**, the governing body has been presented with a Statement of Investment Policy, attached hereto as Exhibit A and incorporated by reference, which includes updates to the Policy; and

**WHEREAS**, the governing body, with the aid of its staff, has reviewed the Statement of Investment Policy and now wishes to approve the same and renew the delegation of authority.

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED** by the Riverside County Transportation Commission as follows:

1. The above recitals are true and correct, and the governing body of the Commission so finds and determines.
2. The Statement of Investment Policy, as provided in Exhibit A hereto, is hereby approved and adopted, including the updates to the Policy therein.
3. The Commission hereby renews its delegation of authority for management responsibility of the Commission's investment program to the Chief Financial Officer in consultation with the Executive Director for a one-year period.
4. This Resolution shall take effect immediately after its adoption on the date hereof.

**PASSED, APPROVED, AND ADOPTED** by the Riverside County Transportation Commission this 11<sup>th</sup> day of December 2024, by the following vote:

By: \_\_\_\_\_  
Lloyd White, Chair  
Riverside County Transportation  
Commission

**ATTEST:**

By: \_\_\_\_\_  
Lisa Mobley, Clerk of the Board  
Riverside County Transportation Commission

**EXHIBIT A**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**INVESTMENT POLICY**

**[ATTACHED]**







**INVESTMENT POLICY**

**I. Introduction**

The purpose of this ~~document~~ Investment Policy (this "Policy") is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities of the Riverside County Transportation Commission (the "Commission").

**II. Scope**

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Commission's governing board. Investment activities may be classified between operating and bond/debt portfolios.

**III. Delegation of Authority**

The Commission's management responsibility for the investment program is hereby delegated for a one-year period to the Chief Financial Officer in consultation with the Executive Director who shall monitor and review all investments for consistency with this ~~investment p~~Policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. ~~The Executive Director may delegate these duties to a designee ("Chief Financial Officer").~~ The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

**IV. Prudence**

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

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Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

## V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity.** The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.
3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

## VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Percentage limitations, where indicated, apply *at the time of purchase*. Unless otherwise noted below, no security shall be purchased in accordance with this Policy that has a term remaining to maturity in excess of five years. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. The term or remaining maturity of a security purchased in accordance with this Policy shall be measured from the settlement date to final maturity. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding forty-five (45) days from the time of investment. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken ~~in regards to~~ in regard to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such

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factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.

**1. Eligible Investments**

- A. U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. Supranational Obligations. United States dollar denominated senior unsecured unsubordinated** obligations issued, or unconditionally guaranteed, by the following supranational institutions:

- 1. International Bank for Reconstruction and Development; and
- 2. International Finance Corporation.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least "Aa/AA/or AA" which denotes "Aa2" by Moody's Investors Service (Moody's), or "AA" by S&P Global Ratings (S&P), or "AA" by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds which may be invested with no more than 10% of funds invested in any one supranational institution.

**D. Municipal Bonds.**

Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+"; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" or as otherwise approved by the Commission.

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Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission's funds.

- E. Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated "A" or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. ~~All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.~~

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. ~~The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.~~

- F. U.S. Corporate Debt.** ~~Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of~~

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five (5) years or less, issued by corporations organized and operating within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least "A1/A+ or A+" by at least one NRSRO. Investments in U.S. Corporate Debt are further limited to 2530% of the Commission's funds that may be invested, and no more than 10% of total investment assets may be invested in any single issuer.

**G. Commercial Paper.** Commercial paper of "prime" quality rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

- (1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation, (B) Has total assets in excess of five hundred million dollars (\$500,000,000), and (C) Has debt other than commercial paper, if any, that is rated "A" or its equivalent or higher by at least one NRSRO.
- (2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond, and (C) Has commercial paper that is rated at least "A-1", or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission's funds.

**H. Banker's Acceptances.** Banker's acceptances issued and accepted by commercial banks. Purchases of banker's acceptances may not exceed 180 days maturity. Eligible banker's acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker's acceptances are further limited to 40% of the Commission's funds with no more than 30% of the Commission's funds invested in the banker's acceptances of any one commercial bank.

**I. Money Market Mutual Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, *et seq.*) and that

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invest solely in U.S. treasuries, obligations of the U.S. Treasury, and repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services, or (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are ~~also further~~ limited to 20% of the Commission's funds.

**J. Riverside County Pooled Investment Fund ("RCPIF").** The Commission may invest in the Riverside County Pooled Investment Fund (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**K. State of California Local Agency Investment Fund ("LAIF").** The Commission may invest in LAIF (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.

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- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities ~~are~~ priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**L. Certificates of Deposit.**

Negotiable Certificates of Deposit (NCD's): The Commission may invest in NCDs issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or a state or federal credit union. They must specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date.— All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

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Collateralized Certificates of Deposit: For investments exceeding \$100,000, there will be a waiver of collateral for the first \$100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

- M. **Time Deposits.** Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS"), and in compliance with Government Code Section 53601.8.
- N. **Mortgage and Asset-backed Securities.** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be rated in a rating category of "~~AA~~ or ~~AA~~" or its equivalent or better (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AA") by at least one NRSRO.

Purchase of these securities may not exceed ~~10%~~20% of the Commission's operating investment portfolio. ~~Mortgage and asset-backed securities issued or guaranteed by the United States, its federal agencies and/or government-sponsored enterprises do not count when calculating the 20% maximum portfolio exposure to mortgage and asset-backed securities.~~

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**2. Eligible Investments for Bond Proceeds**

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

**3. Ineligible Investments**

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.

The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

**VII. Maximum Maturities**

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

“Maximum stated term for permitted investments shall be determined based on the settlement date (not the trade date) upon purchase of the security and the stated final maturity of the security. The purchase of a security with a forward settlement date cannot exceed 45 days from the time of investment.”

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**VIII. Performance Standards**

The Chief Financial Officer shall continually monitor and evaluate the portfolio’s performance.

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## IX. Reporting

The [Chief Financial Officer in consultation with the](#) Executive Director ~~or designee~~ shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
- Current market value of securities;
- A statement of compliance with the ~~investment p~~Policy or an explanation for non-compliance; and
- A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money, shall or may not be available.

## X. Investment Procedures

The Chief Financial Officer, as the Commission's designee, is responsible for ensuring compliance with the Commission's investment policies and establishing written procedures and internal controls for the operation of the investment program. No person may engage in investment transactions except as provided under the terms of this Policy and the written procedures established by the Chief Financial Officer. The written procedures should ~~address:~~[address](#) delegation of authority to subordinate staff members, control of collusion, separation of transaction authority from accounting and record keeping, written confirmations of transactions, reconciliation of custody statements, and wire transfer procedures and agreements. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies and procedures.

## XI. Authorized Broker-Dealers and Financial Institutions

The Chief Financial Officer shall maintain a list of authorized broker-dealers and financial institutions which are approved for investment purposes. It shall be the Commission's policy to purchase securities only from those authorized institutions and firms (unless purchased directly from the issuer). Separate lists shall be maintained for broker-dealers and financial institutions approved for repurchase agreements and those approved for

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the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-dealers and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-dealer firms and individuals must be properly registered with the FINRA and/or SEC to transact business in the relevant geographic locations and product sectors.

In addition, counterparties for Repurchase Agreements shall be limited to primary government securities dealers rated "A" or better by two NRSROs. Counterparties shall also have (i) a short-term credit rating of at least P-1/A-1/or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The Chief Financial Officer shall select broker-dealers and other financial institutions on the basis of the firm's expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals approved to do business with the Commission. Each securities professional, financial institution, or any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, ~~that~~which has been authorized by the Commission shall be required to submit and annually update a Questionnaire which includes the firm's most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Questionnaire.

## XII. Safekeeping and Custody

To protect the Commission's assets, all securities owned by the Commission shall be held in safekeeping in the Commission's name by a ~~third-party~~third-party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

Physical delivery securities shall be avoided whenever possible, as book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. In addition, delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

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**XIII. Ethics and Conflicts of Interest**

The Commission adopts the following policy concerning conflicts of interest:

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
2. Officers and employees involved in the investment process shall disclose any material financial interest in any financial institution that conducts business with the Commission, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Commission’s portfolio.
3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

**XIV. Investment Policy Review**

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.

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## INVESTMENT POLICY

### **I. Introduction**

The purpose of this Investment Policy (this “Policy”) is to identify policies and procedures that enhance opportunities for a prudent investment program and to organize and formalize investment-related activities of the Riverside County Transportation Commission (the “Commission”).

### **II. Scope**

It is intended that this Policy cover all funds (except retirement funds) and investment activities under the direction of the Commission serving as the Commission’s governing board. Investment activities may be classified between operating and bond/debt portfolios.

### **III. Delegation of Authority**

The Commission’s management responsibility for the investment program is hereby delegated for a one-year period to the Chief Financial Officer in consultation with the Executive Director who shall monitor and review all investments for consistency with this Policy. Subject to review, the Commission may renew the delegation of authority pursuant to this section each year. The Commission may delegate its investment decision making and execution authority to an investment advisor. The advisor shall follow this Policy and such other written instructions as are provided.

### **IV. Prudence**

All persons authorized to make investment decisions on behalf of the Commission are subject to the prudent investor standard. Investments shall be made with care, skill, prudence and diligence under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Commission that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the Commission.

Authorized individuals acting in accordance with this Policy and written procedures and exercising due diligence shall be relieved of personal responsibility for an individual

security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion.

## V. Objective

The Commission's primary investment objectives, in priority order, shall be:

1. **Safety.** Safety of principal is the foremost objective of the investment program. Investments of the Commission shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. **Liquidity.** The investment portfolio of the Commission will remain sufficiently liquid to enable the Commission to meet its cash flow requirements.
3. **Return on Investment.** The investment portfolio of the Commission shall be designed with the objective of maximizing return on its investments, but only after ensuring safety and liquidity.

The Commission may from time to time sell securities that it owns in order to better reposition its portfolio assets in accordance with updated cash flow schedules, yield opportunities existing between market sectors, or simply market timing.

## VI. Investments

California Government Code Section 53601 governs the investments permitted for purchase by the Commission. Within the investments permitted by Code, the Commission seeks to further restrict eligible investments to the investments listed in Section VI.1 below. Percentage limitations, where indicated, apply *at the time of purchase*. Unless otherwise noted below, no security shall be purchased in accordance with this Policy that has a term remaining to maturity in excess of five years. Percentage holdings with any one non-U.S. Government issuer or non-Federal Agency issuer are further restricted to a maximum of 10% (direct and indirect commitments), except as otherwise noted. Rating requirements where indicated, apply *at the time of purchase*. The term or remaining maturity of a security purchased in accordance with this Policy shall be measured from the settlement date to final maturity. A security purchased in accordance with this Policy shall not have a forward settlement date exceeding forty-five (45) days from the time of investment. In the event a security held by the Commission is subject to a rating change that brings it below the minimum specified rating requirement, the Chief Financial Officer shall be authorized to act immediately and to notify the Commission of any actions taken in regard to the security. The course of action to be followed will then be decided on a case-by-case basis, considering such factors as the reason for the rating drop, prognosis for recovery or further rating drops, and the market price of the security.

## 1. Eligible Investments

- A. **U.S. Government Issues.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- B. **Federal Agency Securities.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
- C. **Supranational Obligations. United States dollar denominated senior unsecured unsubordinated** obligations issued, or unconditionally guaranteed, by the following supranational institutions:
  - 1. International Bank for Reconstruction and Development; and
  - 2. International Finance Corporation.

Such securities must have a maximum maturity of four (4) years and ratings from at least one Nationally Recognized Statistical Rating Organization (NRSRO) as follows: at least “Aa/AA/or AA” which denotes “Aa2” by Moody’s Investors Service (Moody’s), or “AA” by S&P Global Ratings (S&P), or “AA” by Fitch Ratings (Fitch); or as otherwise approved by the Commission. Investments in supranational obligations are limited to a maximum of 20% of Commission funds which may be invested with no more than 10% of funds invested in any one supranational institution.

### D. **Municipal Bonds.**

Registered treasury notes or bonds of any of the other 49 United States, in addition to California, payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency or authority of any of the other 49 United States, in addition to California. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+”; or as otherwise approved by the Commission.

Registered general obligation treasury notes or bonds of any of the 50 United States. Such securities must have a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least “A1/A+/or A+” or as otherwise approved by the Commission.

Taxable or tax-exempt bonds, notes, warrants, or other evidences of indebtedness of any local agency within the State of California with a maximum maturity of five (5) years and ratings from at least one NRSRO as follows: at least "A1/A+/or A+" (the minimum rating shall apply to the local agency, irrespective of any credit enhancement), including bonds, notes, warrants, or other evidences of indebtedness payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by either the local agency, a department, board, agency, or authority of the local agency, or of any local agency within this state.

Investments in municipal bonds are further limited to 25% of the Commission's funds.

- E. Tri-Party Repurchase Agreements.** Tri-party repurchase agreements are to be used solely as short-term investments not to exceed 30 days. The Commission may enter into tri-party repurchase agreements with primary government securities dealers rated "A" or better by two NRSROs. Counterparties should also have (i) a short-term credit rating of at least P-1/A-1/ or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The following collateral restrictions will be observed: Only U.S. Treasury securities or Federal Agency securities, as described in V.1 A and B, will be acceptable collateral. All securities underlying tri-party repurchase agreements must be delivered to the Commission's custodian or fiscal agent bank versus payment or be handled under a properly executed tri-party repurchase agreement. The total market value of all collateral for each tri-party repurchase agreement must equal or exceed 102% of the total dollar value of the money invested by the Commission for the term of the investment. For any tri-party repurchase agreement with a term of more than one day, the value of the underlying securities must be reviewed on an on-going basis according to market conditions. Market value must be calculated each time there is a substitution of collateral.

The Commission or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to tri-party repurchase agreement. The Commission shall have properly executed a PSA agreement with each counterparty with which it enters into tri-party repurchase agreements.

- F. U.S. Corporate Debt.** Medium-term notes, defined as all corporate and depository institution securities with a maximum remaining maturity of five (5) years or less, issued by corporations organized and operating



within the United States or depository institutions licensed by the United States or any state and operating within the United States. Eligible investment shall be rated at least “A1/A+/ or A+” by at least one NRSRO. Investments in U.S. Corporate Debt are further limited to 30% of the Commission’s funds that may be invested, and no more than 10% of total investment assets may be invested in any single issuer.

**G. Commercial Paper.** Commercial paper of “prime” quality rated in the highest category by one or more nationally recognized statistical rating organization (NRSRO). The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):

(1) The entity meets the following criteria: (A) Is organized and operating in the United States as a general corporation, (B) Has total assets in excess of five hundred million dollars (\$500,000,000), and (C) Has debt other than commercial paper, if any, that is rated “A” or its equivalent or higher by at least one NRSRO.

(2) The entity meets the following criteria: (A) Is organized within the United States as a special purpose corporation, trust, or limited liability company, (B) Has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit, or surety bond, and (C) Has commercial paper that is rated at least “A-1”, or the equivalent, by at least one NRSRO.

Purchases of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Investments in commercial paper are limited to a maximum of 25% of the Commission’s funds.

**H. Banker’s Acceptances.** Banker's acceptances issued and accepted by commercial banks. Purchases of banker’s acceptances may not exceed 180 days maturity. Eligible banker’s acceptances are restricted to issuing financial institutions with short-term paper rated in the highest category by one or more nationally recognized rating service. Investments in banker’s acceptances are further limited to 40% of the Commission’s funds with no more than 30% of the Commission’s funds invested in the banker’s acceptances of any one commercial bank.

**I. Money Market Mutual Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, *et seq.*) and that invest solely in U.S. treasuries, obligations of the U.S. Treasury, and

repurchase agreements relating to such treasury obligations.

The Commission may invest in shares of beneficial interest issued by a company that shall have met either of the following criteria: (1) Attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized rating services, or (2) Retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000).

The purchase price of shares of beneficial interest purchased pursuant to this subdivision shall not include any commission that the companies may charge. Investments in Money Market Mutual Funds are also limited to 20% of the Commission's funds.

**J. Riverside County Pooled Investment Fund ("RCPIF").** The Commission may invest in the Riverside County Pooled Investment Fund (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.
- A description of how often the securities are priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**K. State of California Local Agency Investment Fund ("LAIF").** The Commission may invest in LAIF (maximum maturity upon demand). As on-going due diligence, the Chief Financial Officer shall obtain the information listed below:

- A description of eligible investment securities and a written statement of investment policy.
- A description of the interest calculation, the frequency of interest distributions, and the treatment of gains and losses in the portfolio.

- A description of how often the securities is priced, how the securities are safeguarded, and the audit arrangements.
- A description of who may invest in the program, how often they may invest, and what size deposits and withdrawals are allowed.
- A schedule for receiving statements and portfolio listings.
- A fee schedule, and when and how fees are assessed.
- The composition of the investment fund for each reporting period.

**L. Certificates of Deposit.**

Negotiable Certificates of Deposit (NCD's): The Commission may invest in NCDs issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), or a state or federal credit union. They must specify that a sum of money has been deposited, payable with interest to the bearer of the certificates on a certain date. All purchases must be from institutions rated the highest letter and number rating (e.g., P-1/A-1/or F-1) as provided for by at least one NRSRO, as designated by the U.S. Securities and Exchange Commission. The maturity of NCDs shall not exceed one (1) year to maturity, and purchases of NCDs shall not exceed 30% of the Commission's investment portfolio. NCDs shall be evaluated in terms of the creditworthiness of the issuing institution, as these deposits are uninsured and uncollateralized promissory notes.

FDIC-insured Certificates of Deposit: The principal amount of the investment must be federally insured through the Federal Deposit Insurance Corporation (FDIC). No more than the prevailing FDIC insured coverage amount may be invested with any one deposit. Certificates of Deposit placed through the Certificate of Deposit Account Registry Service (CDARS) shall be considered fully insured, assuming that the total amount invested with any participating bank is limited to the prevailing FDIC insured coverage amount. Interest on the principal must be paid to the Commission at least annually. The placement of Certificates of Deposit with local banks that qualify in accordance with Government Code section 53601(h) is encouraged. The Commission, at its discretion, may invest a portion of its funds in certificates of deposit at a commercial bank, savings bank, savings and loan association, or credit union using a private sector entity to assist in the placement of such certificates, provided that it complies with Government Code Section 53601.8. Such investments may not exceed in total 20% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

Collateralized Certificates of Deposit: For investments exceeding \$100,000, there will be a waiver of collateral for the first \$100,000 deposited and protected by FDIC insurance. The remainder of the deposit shall be fully collateralized by U.S. Treasury and Federal Agency securities having maturities less than five years. The Commission must receive written confirmation that these securities have been pledged in repayment of the time deposit. The securities pledged as collateral must have a current market value greater than the dollar amount of the deposit in keeping with the ratio requirements specified in Section 53652 of the Government Code. Additionally, a statement of the collateral shall be provided to the Commission on a monthly basis. Such investments may not exceed in total 15% of the Commission's funds invested pursuant to Government Code Sections 53601.8, 53635.8 and 53601, and shall have a maximum maturity of one (1) year from the date of the deposit.

- M. Time Deposits.** Federal Deposit Insurance Corporation insured money market savings accounts or time deposits which are deposited through depository institutions which are participants of the Money Market Insured Deposit Account Service ("MMIDAS"), and in compliance with Government Code Section 53601.8.
- N. Mortgage and Asset-backed Securities.** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable-backed bond of a maximum maturity of five (5) years.

Securities eligible for investment under this subdivision shall be rated in a rating category of "AA" or its equivalent or better (excluding U.S. Government/Agency-backed structured products which will be permitted with their prevailing ratings even if those ratings are below the rating category of "AA") by at least one NRSRO.

Purchase of these securities may not exceed 20% of the Commission's operating investment portfolio. Mortgage and asset-backed securities issued or guaranteed by the United States, its federal agencies and/or government-sponsored enterprises do not count when calculating the 20% maximum portfolio exposure to mortgage and asset-backed securities.

## **2. Eligible Investments for Bond Proceeds**

Bond proceeds shall be invested in securities permitted by the applicable bond documents. If the bond documents are silent as to permitted investments, bond proceeds will be invested in securities permitted by this Policy.

With respect to maximum maturities, the Policy authorizes investing bond reserve fund proceeds beyond the five (5) years if prudent in the opinion of the Chief Financial Officer.

### **3. Ineligible Investments**

The Commission shall not invest any funds in the types of securities as provided in California Government Code Section 53601.6.

The purchase of any security not listed in Section VI.1 above, but permitted by the California Government Code, is prohibited unless the Commission approves the investment either specifically or as a part of an investment program approved by the Commission.

## **VII. Maximum Maturities**

Maturities of investments will be selected to provide necessary liquidity, minimize interest rate risk, and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds.

Where this Policy does not specify a maximum remaining maturity at the time of the investment, no investment shall be made in any security, other than a security underlying a repurchase or reverse repurchase agreement authorized by this section, that at the time of the investment has a term remaining to maturity in excess of five (5) years.

Maximum stated term for permitted investments shall be determined based on the settlement date (not the trade date) upon purchase of the security and the stated final maturity of the security. The purchase of a security with a forward settlement date cannot exceed 45 days from the time of investment.

## **VIII. Performance Standards**

The Chief Financial Officer shall continually monitor and evaluate the portfolio's performance.

## **IX. Reporting**

The Chief Financial Officer in consultation with the Executive Director shall prepare and provide to the Commission a monthly report, within 30 days following the end of the month, which includes the following information:

- Type of investment;
- Issuer name;
- Date of maturity;
- Dollar amount invested in all securities, and investments and monies held by the local agency;
- A description of the funds, investments, and programs (including lending programs) managed by contracted parties;
- Current market value of securities;
- A statement of compliance with the Policy or an explanation for non-compliance; and
- A statement denoting the ability of the Commission to meet its liquidity requirements for the next six months, or provide an explanation as to why sufficient money, shall or may not be available.

## **X. Investment Procedures**

The Chief Financial Officer, as the Commission's designee, is responsible for ensuring compliance with the Commission's investment policies and establishing written procedures and internal controls for the operation of the investment program. No person may engage in investment transactions except as provided under the terms of this Policy and the written procedures established by the Chief Financial Officer. The written procedures should address delegation of authority to subordinate staff members, control of collusion, separation of transaction authority from accounting and record keeping, written confirmations of transactions, reconciliation of custody statements, and wire transfer procedures and agreements. An independent analysis by an external auditor shall be conducted annually to review internal control, account activity, and compliance with policies and procedures.

## **XI. Authorized Broker-Dealers and Financial Institutions**

The Chief Financial Officer shall maintain a list of authorized broker-dealers and financial institutions which are approved for investment purposes. It shall be the Commission's policy to purchase securities only from those authorized institutions and firms (unless purchased directly from the issuer). Separate lists shall be maintained for broker-dealers and financial institutions approved for repurchase agreements and those approved for

the purchase of other securities. If an investment advisor is used, they may use their own list of approved broker-dealers and financial institutions for investment purposes.

To be eligible, a firm must meet the following minimum criteria: (i) an institution licensed by the state as a broker-dealer (as defined in Section 25004 of the Corporations Code), or from a member of a federally regulated securities exchange, from a national or state-chartered bank, from a savings association or federal association (as defined by Section 5102 of the Financial Code), or from a brokerage firm designated as a primary government dealer by the Federal Reserve bank; and (ii) all broker-dealer firms and individuals must be properly registered with the FINRA and/or SEC to transact business in the relevant geographic locations and product sectors.

In addition, counterparties for Repurchase Agreements shall be limited to primary government securities dealers rated “A” or better by two NRSROs. Counterparties shall also have (i) a short-term credit rating of at least P-1/A-1/or F-1; (ii) minimum assets and capital size of \$25 billion in assets and \$350 million in capital; (iii) five years of acceptable audited financial results; and (iv) a strong reputation among market participants.

The Chief Financial Officer shall select broker-dealers and other financial institutions on the basis of the firm’s expertise and creditworthiness. The Commission shall annually send a copy of the current investment policy to all securities professionals approved to do business with the Commission. Each securities professional, financial institution, or any other consultant providing investment advice, as determined in the sole discretion of the Executive Director or designee, which has been authorized by the Commission shall be required to submit and annually update a Questionnaire which includes the firm’s most recent financial statements. The Chief Financial Officer shall maintain a file for each firm approved for investment purposes, which includes the most recent Questionnaire.

## **XII. Safekeeping and Custody**

To protect the Commission’s assets, all securities owned by the Commission shall be held in safekeeping in the Commission’s name by a third-party bank trust department, acting as agent for the Commission under the terms of a custody agreement executed by the bank and the Commission. All securities will be received and delivered using standard delivery versus payment (DVP) procedures; the Commission's safekeeping agent will only release payment for a security after the security has been properly delivered.

Physical delivery securities shall be avoided whenever possible, as book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. In addition, delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

### **XIII. Ethics and Conflicts of Interest**

The Commission adopts the following policy concerning conflicts of interest:

1. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions.
2. Officers and employees involved in the investment process shall disclose any material financial interest in any financial institution that conducts business with the Commission, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the Commission's portfolio.
3. Officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Commission.

### **XIV. Investment Policy Review**

The Chief Financial Officer shall annually render to the Commission a statement of investment policy, which the Commission must consider at a public meeting. Any changes to the policy shall also be considered by the Commission at a public meeting.



# **AGENDA ITEM 6D**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Jonathan Marin, Senior Management Analyst Ariel Alcon Tapia, Public Affairs Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Quarterly Public Engagement Metrics Report, July - September 2024

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Receive and file the Quarterly Public Engagement Metrics Report for July - September 2024.

**BACKGROUND INFORMATION:**

The Commission’s digital communication channels continue to provide vital regional transportation information for Riverside County residents. Pertinent information about RCTC’s array of transportation projects, programs, services and initiatives affecting the community and stakeholders is published and distributed through the Commission’s website, social media platforms, newsletter, and other media. Through these various channels, the Commission is also able to highlight partnerships, project delivery, public meetings, and investments made through voter-approved Measure A.

As part of the Commission’s Quarterly Public Engagement Metrics Report, Public Affairs staff collect, measure, and analyze significant amounts of data on public engagement and activities to assess how audiences engage with this information. This report also measures the Commission’s progress toward public engagement goals, provides transparency into how the Commission is utilizing resources to engage with members of the public, and guides future decision-making.

This report covers the third quarter of 2024, from July to September. The metrics presented in this report are compared against previous quarter data, which can produce varying comparative results based on the diverse level of activity in any one quarter.

This quarter’s report includes two sets of data:

- 1) Metrics for RCTC’s overall public engagement activities including public sentiment on social media; social media followers, engagement, and reach; newsletter activity and subscribers; website use and access; and top pages visited.

- 2) Metrics for RCTC’s 71/91 Interchange Project including subscribers, email activity, website sessions, and social media following.

### **RCTC Overall Public Engagement**

#### **1) Social Media**

- a. Public sentiment during the third quarter of 2024 was generally positive. RCTC social media channels featured a variety of well-received content about Coachella Valley Rail advocacy, Rail Safety Month, a retrospective on the 91/Perris Valley Line opening, the 71/91 Interchange Project, and Transit Needs Public Hearing information.
- b. **Facebook:** During the third quarter, Facebook followers grew by 2%, from 13,995 to 14,279. The page had 48,053 forms of engagement, such as likes, comments, shares, and video views, representing a 64% decrease\* compared to the second quarter’s total of 133,450. The page reached 515,931 unique users during the third quarter (followers and non-followers), a decrease of 74%\* from second quarter’s 1,977,758.
- c. **X:** Followers on the platform increased 1.5% from 1,824 to 1,852 – and overall engagement increased 5%, from 345 to 362, while impressions decreased 14%, from 9,915 to 8,491.
- d. **Instagram:** Followers increased 2%, from 4,783 to 4,884. Engagement decreased 93%\*, from 141,900 to 9,850. During the third quarter, the platform reached 152,545 users, a 95% decrease\* from second quarter’s 3,098,681.
- e. \*The comparative decrease in engagement and reach during the third quarter is due to the large volume of digital ad placements purchased for the Traffic Relief Plan public engagement that occurred in the second quarter of 2024.

- 2) **The Point E-Newsletter:** Public Affairs staff continues to produce high quality content for its blog, *The Point*, and distributes the monthly email newsletter featuring stories that highlight the Commission’s successes, project milestones and delivery, program funding, and relevant community services and events. During the third quarter, subscribers grew by 3%, from 6,952 to 7,167. On average, 40% of subscribers opened the monthly email newsletter and 3.8% clicked on email links to learn more.

#### **3) Website**

- a. 114,936 website visits occurred during the third quarter, representing a 55% decrease compared to the second quarter total of 256,642. There were 83,814 unique visitors, a decrease of 62% compared to the previous quarter’s mark of 219,849.
- b. 67% of visitors reached the website by keying in rctc.org, while 22% of visitors accessed the website through social media links. 10% of users visited the website through online search such as Google. 1% of all users reached the website via email links and other referrals.

- c. 30% of website visits were accessed by desktop, while mobile (phones and tablets) accounted for 70%.
- d. The Traffic Relief Plan subset of regional webpages (Riverside/Corona, Moreno Valley, and Coachella Valley, respectively) were the most visited webpages during the third quarter.

### **71/91 Interchange Project Public Engagement**

- 1) **Emails:** Construction update email subscribers grew to 3,180 during the third quarter, representing a 7% increase. The project team received 23 inquiries during this quarter.
- 2) **Texts:** 2,109 people registered to receive text message updates of the project – a 14% increase compared to the previous quarter.
- 3) **Webpage:** 62,377 visits to construction update, closures, and project-related webpages occurred during the third quarter – totaling 199,341 to date.
- 4) **Social Media:** During this quarter, followers on Facebook grew by 20% to 1,839. Instagram followers increased by 14%, to 2,273. Followers on X increased by 33%, up to 316.

### **FISCAL IMPACT:**

This is an informational item. There is no fiscal impact.

Attachments:

- 1) RCTC Overall Public Engagement Metrics
- 2) 71/91 Interchange Construction Public Engagement Metrics

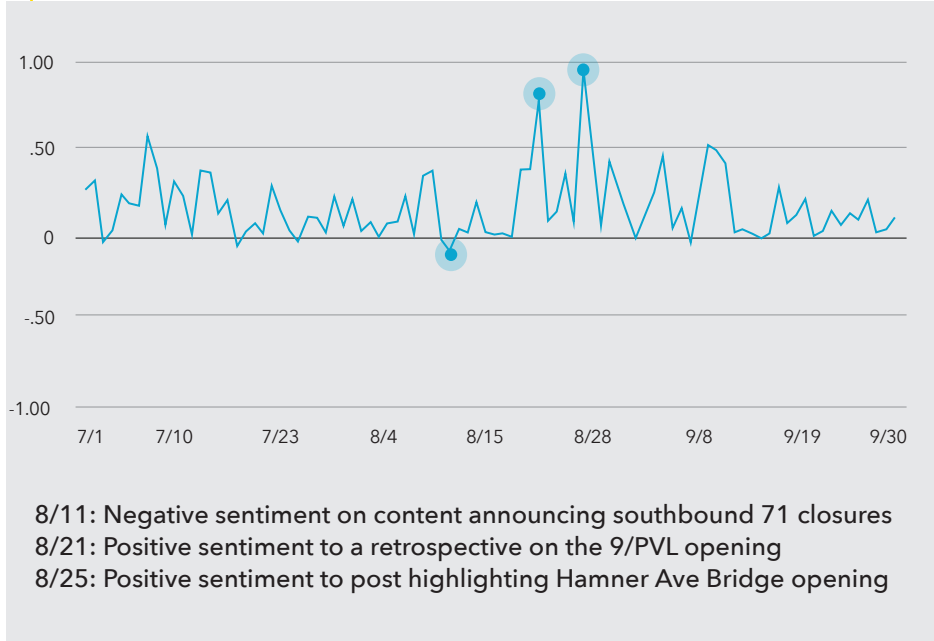




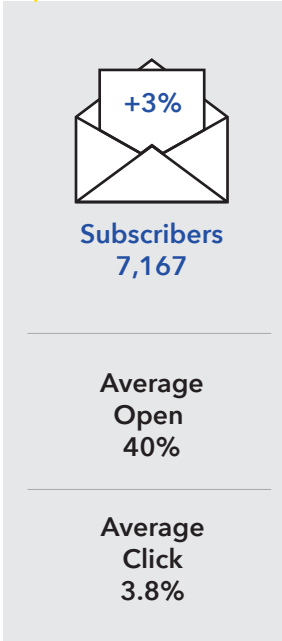
# Public Engagement Metrics: Q3

July - September 2024

## Overall Social Media Sentiment



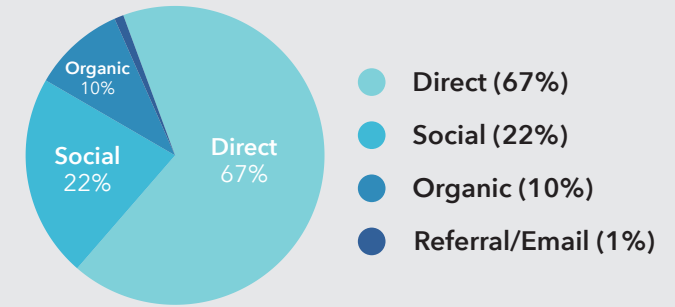
## Newsletter



## Web



## Top Channels



## NOTES

External websites such as the City of Corona, Go 511, and Caltrans contributed to referral website traffic.

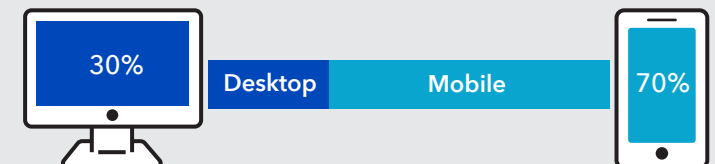
## Social Media

Platform	Metric	Value	Change
Facebook	Followers	14,279	+2%
	Engagement	48,053	-64%
	Reach	515,931	-74%
X	Followers	1,852	+1.5%
	Engagement	362	+5%
	Impressions	8,491	-14%
Instagram	Followers	4,884	+2%
	Engagement	9,850	-93%
	Reach	152,545	-95%

## Top Pages Visited

- Traffic Relief Plan - Riverside/Corona
- Traffic Relief Plan - Moreno Valley
- Traffic Relief Plan - Coachella Valley

## Desktop vs Mobile Users



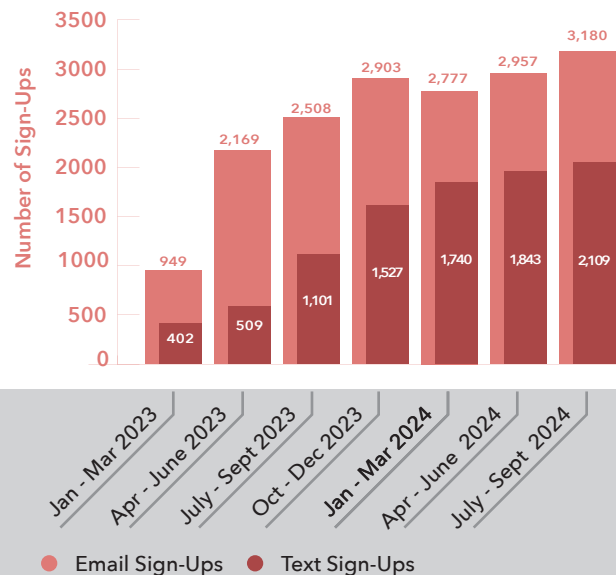




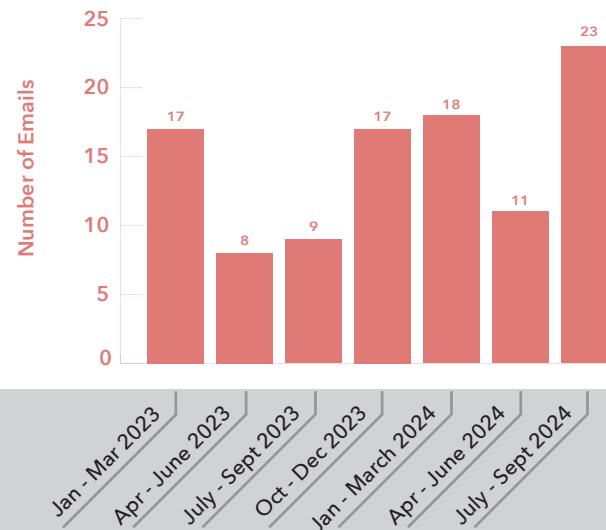
# 71/91 Interchange Project Quarterly "At-a-Glance" Metrics Report

July - September 2024

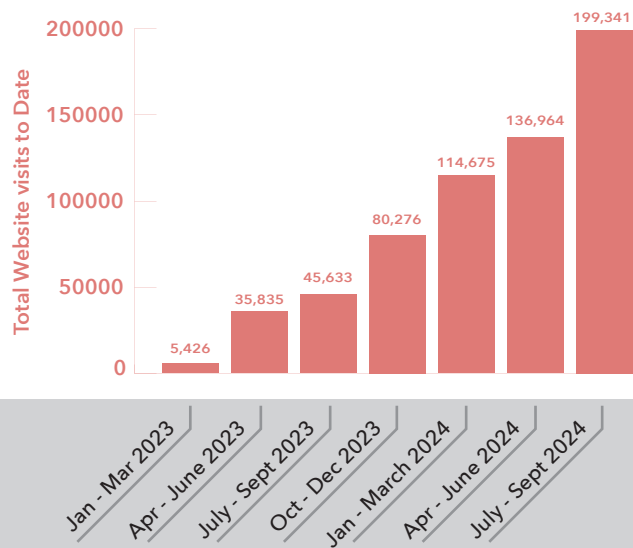
## Email & Text Alert Sign-Ups



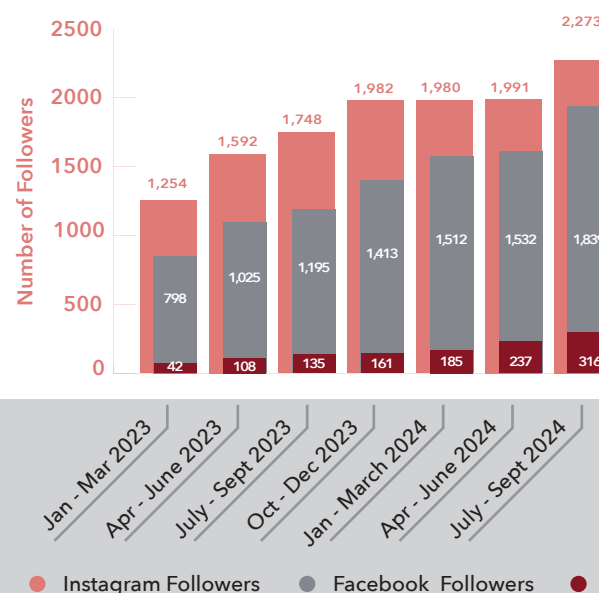
## Emails to Project Team



## Website Sessions



## Social Media Followers



Includes blog posts and the project, construction update, and closures webpages



# **AGENDA ITEM 6E**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	John Tarascio, Senior Capital Projects Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	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 September 30, 2024.

**BACKGROUND INFORMATION:**

During the past quarter, July through September 2024, the Commission has had the following projects under construction:

1. SR-71 / SR-91 Interchange Project
2. MVMF Platform and Track Expansion
3. SR-60 Truck Lanes 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 3<sup>rd</sup> quarter of 2024 (1<sup>st</sup> quarter of Fiscal Year 2024/25).

Contractor Change Orders executed in the 3rd Quarter of CY 2024			
Project	CCO No.	Description	Amount
SR-71 / SR-91 Interchange Project	CCO 1-S2	Maintain Traffic	\$250,000.00
	CCO 3-S1	SWPPP Maintenance	\$102,400.00
	CCO 4-S1	Trash Removal	\$75,000.00
	CCO 06	RCTC Toll Electrical Features	\$39,647.36
	CCO 17-S1	Repair Existing Hot Mix Asphalt	\$75,000.00
	CCO 19-S1	Connector Bent 5 Cast-In-Drill-Hole - Differing Site Conditions	\$533,771.00
	CCO 20-S2	Drainage Change	\$55,000.00
	CCO 25	Green River - Bent 5 - Differing Site Conditions	\$739,835.00
	CCO 32	Connector Bent 9 Different Site Condition	\$476,253.00
	CCO 33	Bent 4 Green River Bridge Differing Site Conditions	\$586,126.00
	CCO 36	Sound Wall Design Criteria Change	\$138,659.00
	CCO 39	Sukut Driveway Gate	\$10,225.00
	CCO 40	Value Engineering Change Proposal Stage 1C K-Rail	<b>-\$15,750.00</b>
MVMF Platform and Track Expansion	CCO 13	Additional Fencing & Access Gates	\$135,141.00
	CCO 17	Shallow Fiber Optics Handling	\$42,309.00
	CCO 27	Remove and Replace 45 Feet Of Track	\$18,135.00
	CCO 28	Vault Adjustment at Control Point March	\$10,000.00
	CCO 31	Install Rail Plug	\$8,500.00
	CCO 32	Metal Infill Panel Change	\$1,590.00
SR-60 Truck Lanes Project	CCO 99-S1	Excavation and Hauling Dirt from Landslides and Clean Up Drainage	\$2,635.18

**FISCAL IMPACT:**

The Contract Change Orders were executed using available contingency authorized with the construction contract for each project.

# **AGENDA ITEM 6F**





<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Amendment to 2025 Commission/Committee Meeting Schedule

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt an amended 2025 Meeting Schedule.

**BACKGROUND INFORMATION:**

The Commission annually approves and adopts its meeting schedule for the following calendar year.

**Commission and Committee Schedule**

At its November 13, 2024 meeting, the Commission approved the 2025 Commission/Committee meeting schedule. After its approval, staff was notified that the February 12, 2025 Commission meeting was scheduled on a County holiday and therefore, the Board Room is not available.

Staff is recommending moving the February 12 Commission meeting to the following week on February 20 to coincide with the Annual Workshop which is scheduled for February 20 and 21, 2025. The Commission’s business meeting will take place immediately prior to the commencement of the Annual Workshop.

Attachment: Proposed Amended 2025 Commission/Committee Meetings Schedule





**RIVERSIDE  
COUNTY  
TRANSPORTATION  
COMMISSION**

## 2025 MEETING SCHEDULE

<b>Meeting Date (Wednesday)</b>	<b>Commission</b>	<b>Location</b>	<b>Executive Committee</b>	<b>Location</b>
January 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
February 20 and 21	1:30 p.m. (Thursday)** 8:30 a.m. (Friday)**	Temecula Creek Inn	N/A	N/A
March 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
April 9	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
May 14	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
June 11	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
August 13	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
September 10	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
October 8	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
November 12	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.
December 10	9:30 a.m.	County Board Room*	9:00 a.m.	RCTC March Field Conf. Rm.

The Commission and the Executive Committee meetings are held on the second Wednesday of each month.

\*When available, additional satellite locations will be listed on each agenda.

\*\*Locations and times are tentative, subject to change.



## 2025 MEETING SCHEDULE

<b>Meeting Date (Monday)</b>	<b>Budget and Implementation Committee</b>	<b>Western Riverside County Programs and Projects Committee</b>	<b>Location</b>
January 27	9:30 a.m.	1:30 p.m.	County Board Room*
February 24	9:30 a.m.	1:30 p.m.	County Board Room*
March 24	9:30 a.m.	1:30 p.m.	County Board Room*
April 28	9:30 a.m.	1:30 p.m.	County Board Room*
July 28	9:30 a.m.	1:30 p.m.	County Board Room*
August 25	9:30 a.m.	1:30 p.m.	County Board Room*
September 22	9:30 a.m.	1:30 p.m.	County Board Room*
October 27	9:30 a.m.	1:30 p.m.	County Board Room*
November 24	9:30 a.m.	1:30 p.m.	County Board Room*
December 22	9:30 a.m.	1:30 p.m.	County Board Room*

The meetings of the Budget and Implementation Committee and the Western Riverside County Programs and Projects Committee are held on the fourth Monday of each month, except on holidays.

The Toll Policy and Operations Committee meets on an as-needed basis.

\*When available, additional satellite locations will be listed on each agenda.

# **AGENDA ITEM 7**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Joie Edles Yanez, Capital Projects Manager Erik Galloway, Project Delivery Director
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Agreement for the Preparation of Plans, Specifications and Estimates for the State Route 79 Realignment Project Segment 3 Construction Package No. 1

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Award Agreement No. 25-72-005-00 to Jacobs Engineering Group to prepare the plans, specifications and estimates (PS&E) for the State Route 79 Realignment Project Segment 3 Construction Package No. 1 (SR79 Seg3 or Project) from Newport Road to Simpson Road in the County of Riverside, in the amount of \$13,376,400 plus a contingency amount of \$1,337,700 for a total amount not to exceed \$14,714,100;
- 2) Approve a non-funding Cooperative Agreement No. 24-72-075-00 with County of Riverside Transportation and Land Management Agency (CRTLMA) for SR79 Seg3 PS&E, right of way (ROW) acquisition, construction, and maintenance;
- 3) Approve Memorandum of Understanding (MOU) Agreement No. 24-72-117-00 with Western Riverside Council of Governments (WRCOG) to allocate \$35,000,000 in Hemet/San Jacinto Transportation Uniform Mitigation (TUMF) Zone funding towards the SR-79 Realignment Project. The remaining funding for the PS&E, ROW, and program management phases of the SR79 Seg3 Project will be funded by RCTC local funds;
- 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 as may be required for the Project.

**Project Objective**

The initial SR-79 Realignment Project is a Measure A project that proposes to build a 12-mile limited access highway extending from south of Domenigoni Parkway north to Gilman Springs Road (Attachment 1). The overall SR-79 Realignment Project will provide a safer and more direct north-south route, serving the community of Winchester, the cities of Hemet and San Jacinto, and unincorporated Riverside County. The overall SR-79 Realignment Project will:

- Improve traffic flow for local and regional north-south traffic in the San Jacinto Valley by implementing a new roadway corridor;
- Improve operational efficiency and enhance safety conditions;
- Allow regional traffic, including truck traffic, to bypass local roads; and
- Reduce the diversion of traffic from state routes onto local roads.

### **Project History**

The initial SR-79 Realignment Project was developed jointly with the California Department of Transportation (Caltrans) and Federal Highway Administration (FHWA), which subjected it to state and federal environmental review requirements. Caltrans was the lead agency under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). The Notice of Intent was officially posted on September 7, 2004. FHWA's responsibility for NEPA environmental review, consultation, and other actions in accordance with applicable federal laws for the SR-79 Realignment Project, was carried out by Caltrans under its assumption of NEPA responsibility pursuant to 23 United States Code Section 327.

On December 8, 2016, Caltrans approved the CEQA Final Environmental Impact Report (EIR). A Notice of Determination (NOD) was filed for CEQA compliance on January 26, 2017. On December 16, 2016, Caltrans approved the NEPA Final Environmental Impact Statement (EIS). The Record of Decision (ROD) was published in the Federal Register on March 15, 2017, and the statute of limitations expired on August 14, 2017. The EIR/EIS received no legal challenges. On January 26, 2017, the Commission, as a CEQA responsible agency, adopted the CEQA findings and Mitigation Monitoring Reporting Program (MMRP) that imposes mitigation measures to reduce many of the SR-79 Realignment Project's environmental impacts to below a level of significance.

Considering the magnitude of ROW acquisitions required for the Project, RCTC commenced ROW acquisitions on critical parcels in 2017. To date, the Commission has acquired approximately 109 of 1,099 acres, or approximately 10 percent of the needed ROW. Approximately \$25.8 million was expended on these purchases.

To comply with the requirements set forth in the MMRP, the Commission was tasked to acquire 232.56 acres of mitigation land for the protection of aquatic resources. Since its approval, the Commission has acquired 221.5 acres of the required 232.56 acres, over 95 percent of the required mitigation lands needed for the Project. Approximately \$26 million was expended for these acquisitions.

On February 2, 2023, at its Commission Workshop, the Commission directed staff to take a fresh look at the SR-79 Realignment Project and evaluate the potential to accelerate its delivery. Staff immediately undertook this effort as a Corridor Analysis. The Corridor Analysis evaluated conversion of the overall SR-79 Realignment Project from a State Route to a County expressway. This slightly reduced the SR-79 Realignment Project's footprint due to the implementation of County standards rather than State Highway requirements. The Corridor Analysis also included trails, multimodal features, connections to existing transit facilities, and identified cost-effective



buildable segments that could be constructed in phases with logical termini and independent utility. The Corridor Analysis also presented the necessary steps required for Caltrans to relinquish CEQA lead to RCTC. Per federal requirements, Caltrans must remain the NEPA lead.

On October 16, 2023, a SR-79 Realignment Project update and presentation of the findings from the Corridor Analysis were presented to the SR-79 Corridor Ad Hoc Committee. The Corridor Analysis segmented the SR-79 Realignment Project into three segments (Attachment 2) and proposed the SR-79 Realignment Project as a County facility with active transportation and transit features. Extensive discussions were held among the SR-79 Ad Hoc Committee members regarding the merits of the various options including potential impacts by extending the proposed southerly Segment 3 to Simpson Road (Attachment 3). This staff report to the full Commission acknowledged and responded to comments and clarifications requested during the SR-79 Ad Hoc Committee meeting. The SR-79 Ad Hoc Committee did not reach a consensus on segment prioritization or segment limits. Other suggestions included utilizing available funding for corridor ROW acquisition as a priority.

At its January 26, 2024, Commission Workshop, the results of the SR-79 Corridor Analysis were presented and the Commission voted unanimously to:

- 1) Direct staff to develop the necessary agreement(s) with Caltrans to modify the SR-79 Realignment Project from a State Route to a future County expressway;
- 2) Direct staff to develop the necessary agreements or documentation to designate the Commission as the CEQA lead agency;
- 3) Adopt the proposed segments of the SR-79 Realignment Project identified by the Corridor Analysis Study; and
  - a. Direct staff to draft a Request for Qualifications (RFQ) for the Project's PS&E phase and continue the acquisition of ROW for the SR-79 Segment 3 Modified Limits, 0.35 miles south of Newport Road to Simpson Road, or SR-79 Segment 3, 0.35 miles south of Newport Road to Domenigoni Parkway;
  - b. Amend the 2019-2029 Measure A Western Riverside County Highway Delivery Plan to add SR-79 Segment 3 Modified or Segment 3 to "Group 2: Partially Funding Likely Available" of the Commission-adopted Delivery Plan; and
  - c. Direct staff to identify and recommend funding sources and any other prioritization changes necessary to the 2019-2029 Measure A Western Riverside County Highway Delivery Plan to complete PS&E and ROW phases for the segment selected.

As presented to the Commission, the facility will be designed to CTRLMA standards and be maintained by CTRLMA. As detailed in the Corridor Analysis, a Caltrans facility is no longer viable due to funding constraints and state policy changes related to Vehicle Miles Traveled (VMT). The proposed cross section would include a future transit corridor and multi-use trail (Attachment 4). The facility would include at-grade intersections in lieu of freeway interchanges.

## **DISCUSSION:**

The Project is the first of three packages released for PS&E as part of the comprehensive SR-79 Realignment Project and is located between Domenigoni Parkway (or Simpson Road) to Newport Road in unincorporated Riverside County. The Project proposes to add two lanes in each direction separated by a 14-foot median buffer, outside shoulders, accommodate a future 35-foot-wide transit corridor, and a multipurpose trail. This roadway is a new corridor that will be a CTRLMA expressway facility rather than a Caltrans facility, as originally planned in the approved environmental document. The Project currently proposes an at grade design with a bridge over the Salt Creek Channel and Olive Avenue and signalized intersections at each street crossing. The approved October 2016 EIR/EIS proposes wildlife crossings within this segment of the Project at Patton Avenue and Patterson Avenue. Now that the Project is no longer being designed as a freeway type facility, there will be signalized intersections at Newport Road, Domenigoni Parkway, and Simpson Road. These will be finalized by a new updated traffic analysis.

## **Traffic Study**

Included in the scope of work for design is a traffic study to understand traffic impacts of extending the Project to Simpson Road and identify any potential modifications required to address and distribute traffic from this segment of SR-79. The improvements identified within the environmentally cleared area will be addressed by the Project. Any improvements outside of the environmentally cleared area will be subject to future meetings and coordination with impacted jurisdictions. If impacts are significant, recommendations on how to address them will be provided including, but not limited to:

- 1) Lane Widening
- 2) Lane Realignment
- 3) Signalization
- 4) Auxiliary Lanes
- 5) Coordinated and Interconnected Traffic Signalization
- 6) Alternative Solutions

The findings will be coordinated with the County and once an agreed upon option is determined, it will be presented to the Commission along with a rough order of magnitude cost for review and approval. RCTC anticipates starting design in January 2025 and returning to the Commission by late-2025 with the findings from the traffic study.

## **Environmental Lead Agencies**

On March 21, 2024, RCTC issued a letter (Attachment 5) to Caltrans requesting RCTC to become the CEQA lead agency and RCTC would continue finalizing mitigation land acquisition and acquisition of key ROW parcels. On May 24, 2024, RCTC's Executive Director and staff met with the Caltrans District 8 Director and staff to discuss the proposal and address their questions. On

June 18, 2024, Caltrans provided a letter (Attachment 6) approving RCTC to become CEQA lead while Caltrans maintains NEPA lead.

### **ROW**

There are two full acquisitions within the limits of SR79 Seg3. RCTC staff is currently in negotiations with both property owners. There are approximately 13 partial acquisitions on the Project which will be coordinated once acquisition areas are determined when the design reaches a 65 percent level.

RCTC staff will evaluate parcels outside of SR79 Seg3 as funding becomes available pertaining to hardship and/or protective acquisitions as outlined in the Commission's ROW Policies and Procedures Manual.

### **Funding**

Funding has been secured for the PS&E, ROW and program management phases of the SR79 Seg3 Project and consists of \$35,000,000 in WRCOG Hemet/San Jacinto TUMF Zone funding and \$33,169,100 in RCTC Local TUMF Regional Arterial and Measure A Western County Highway funding for an estimated total of \$68,169,100. This total reflects a timelier and more accurate estimate when compared to the estimate provided in the MOU of \$63,600,000. Staff will continue to review and refine this estimate as more cost information is received and the Project progresses through design. Funding for construction and construction management on SR79 Seg3 has not yet been identified and is estimated at \$220,000,000.

### **Procurement Process**

Pursuant to Government Code 4525 et seq, selection of architectural, engineering, and related services shall be made on the basis of demonstrated competence and on professional qualifications necessary for the satisfactory performance of the services required. Therefore, staff used the qualification-based method of selection for the procurement. Evaluation criteria included elements such as qualifications of firm, staffing and project organization, project understanding and approach, and the ability to respond to the requirements set forth under the terms of the RFQ.

RFQ No. 25-72-005-00 for preparation of PS&E for the SR79 Seg3 Project was released by staff on August 1, 2024. The RFQ was posted on the Commission's Planet Bids website, which is accessible through the Commission's website. Through Planet Bids, 80 firms downloaded the RFQ; 21 of these firms are located in Riverside County. A pre-submittal meeting was held on August 27, 2024, and was attended by 13 firms. Staff responded to all questions submitted by potential proposers prior to the September 10, 2024, clarification deadline. Three firms –Jacobs Engineering Group (Ontario, CA); Moffatt & Nichol (Ontario, CA); and Wood Rodgers (Orange, CA) submitted responsive and responsible statements of qualifications prior to the 2:00 p.m.

submittal deadline on October 16, 2024. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission, Bechtel, and County of Riverside staff.

Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFQ, the evaluation committee recommends contract award to Jacobs Engineering Group to provide PS&E services for the Project, as it earned the highest total evaluation score. Staff is recommending Jacobs Engineering Group for contract award based on their total evaluation score, which was earned based on the firm's extensive experience with CRTLMA, RCTC, and work on similar projects of this scope and magnitude. The team proposed has worked on several projects with CRTLMA and RCTC within the cities of Hemet, San Jacinto, Murrieta, and the community of Winchester. They have also delivered those projects on schedule and within the project budget.

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule from Jacobs Engineering Group for the Project and established a fair and reasonable price. The proposed cost, including contingency, is \$14,714,100. A 10 percent contingency is assumed for this Project. Staff anticipates the PS&E will be completed mid-2027. Staff recommends authorization for the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement for the Project (Attachment 7), 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.

### **Agency Agreements**

#### ***CRTLMA Cooperative Agreement***

A non-funding cooperative agreement with CRTLMA (Attachment 8) is required to identify the Commission and CRTLMA responsibilities for PS&E, ROW, construction, and operation and maintenance. The Project will be designed in accordance with CRTLMA standards and at the completion of construction will become part of CRTMLA's system.

#### ***WRCOG Funding Memorandum of Understanding***

Staff is recommending entering into an MOU with WRCOG to receive \$35,000,000, in WRCOG Hemet/San Jacinto TUMF Zone funding toward SR79 Seg3 (Attachment 9). The WRCOG funds are anticipated to be used to cover PS&E costs described in this staff report along with costs for ROW and program management. The remaining funding for SR79 Seg3 PS&E, ROW, and Program Management costs not covered by WRCOG's Hemet/San Jacinto TUMF Zone funds will be funded by RCTC local funds currently identified as TUMF (Regional Arterial) and Measure A Highway (Western County).

**FISCAL IMPACT:**


Funding source usage anticipated for completing estimated total PS&E, ROW, and program management costs of \$68,169,100 include \$35,000,000 in WRCOG Hemet/San Jacinto TUMF Zone, \$20,000,000 in TUMF (Regional Arterial), and \$13,169,100 in Measure A Highway (Western County) funds.

**Funding Source Breakdown**

Item	Dollar Amount	Fund Source
1 SR79 Seg3 PS&E Design	\$11,000,000	WRCOG Hemet/San Jacinto TUMF Zone
	3,000,000	TUMF (Regional Arterial)
	<u>714,100</u>	Measure A Highway (Western County)
	<b>\$14,714,100</b>	
2 SR79 Seg3 Program Management (PS&E, ROW, Construction)	\$4,000,000	WRCOG Hemet/San Jacinto TUMF Zone
	6,000,000	TUMF (Regional Arterial)
	<u>10,279,000</u>	Measure A Highway (Western County)
	<b>\$20,279,000</b>	
3 SR79 Seg3 ROW	\$20,000,000	WRCOG Hemet/San Jacinto TUMF Zone
	11,000,000	TUMF (Regional Arterial)
	<u>\$2,176,000</u>	Measure A Highway (Western County)
	<b>\$33,176,000</b>	
<b>Total</b>	<b>\$68,169,100</b>	

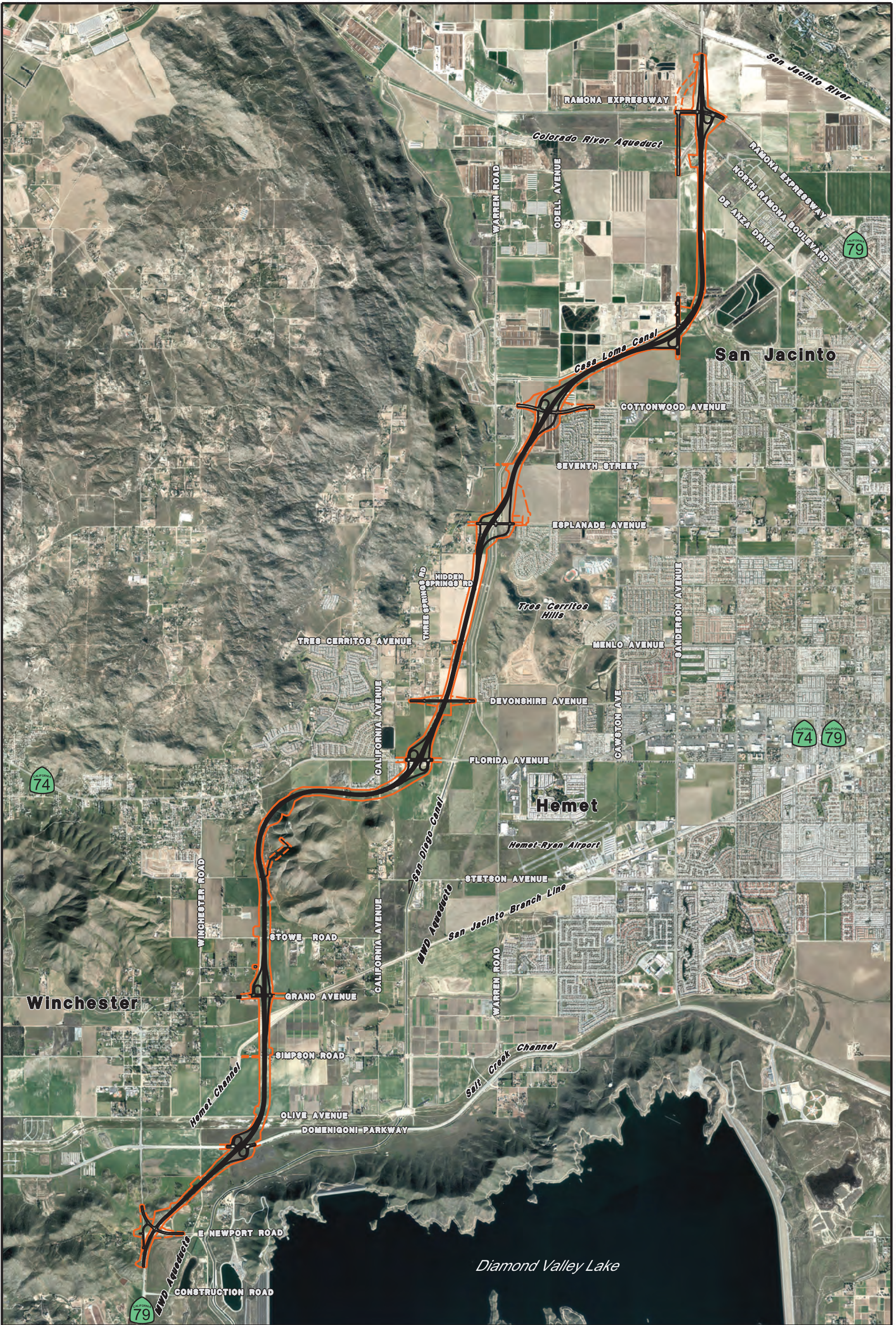
**Expenditure Schedule**

Item	FY 2024/25	FY 2025/26+	Project Accounting No.
1 SR79 Seg3 PS&E Design	\$3,000,000	\$11,714,100	005146
2 SR79 Seg3 Program Management (PS&E, ROW, Construction)	\$2,000,000	\$18,279,000	005146
3 SR79 Seg3 ROW	\$10,000,000	\$23,176,000	005146
<b>Total</b>	<b>\$15,000,000</b>	<b>\$53,169,100</b>	<b>\$68,169,100</b>

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	\$15,000,000 \$53,169,100
Source of Funds:	WRCOG Hemet/San Jacinto TUMF Zone			Budget Adjustment:	No
GL/Project Accounting No.:	005146 81001 00000 0000	210 72 81101	SR79 Seg3 Program Management		
	005146 81102 00000 0000	210 72 81101	SR79 Seg3 Final Design		
	005146 81401 00000 0000	210 72 81401	SR79 Seg3 Acquisitions		
	005146 81402 00000 0000	210 72 81402	SR79 Seg3 Relocation		
	005146 81403 00000 0000	210 72 81402	SR79 Seg3 ROW Support Services		
Fiscal Procedures Approved:				Date:	11/25/2024

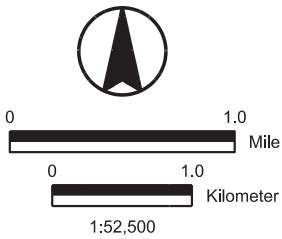
Attachments:

- 1) Exhibit Maps – SR79 Realignment
- 2) Exhibit Maps – SR79 Segments
- 3) Exhibit Map – SR79 Seg3
- 4) Exhibit Map – SR79 Cross Section
- 5) RCTC letter to Caltrans requesting RCTC to be CEQA lead, dated March 21, 2024
- 6) Caltrans letter approving RCTC to be CEQA lead, dated June 18, 2024
- 7) Agreement No. 25-72-005-00 with Jacobs Engineering Group
- 8) Agreement No. 24-72-075-00 with CRTLMA
- 9) Agreement No. 24-72-117-00 with WRCOG



Aerial Date: February 2011

Alt 1b-August 2021.dgn



**Alternative 1b with Refinements**

**State Route 79 Realignment Project**

FOR DISCUSSION PURPOSES ONLY. SUBJECT TO CHANGE





PROPOSED SEGMENTS





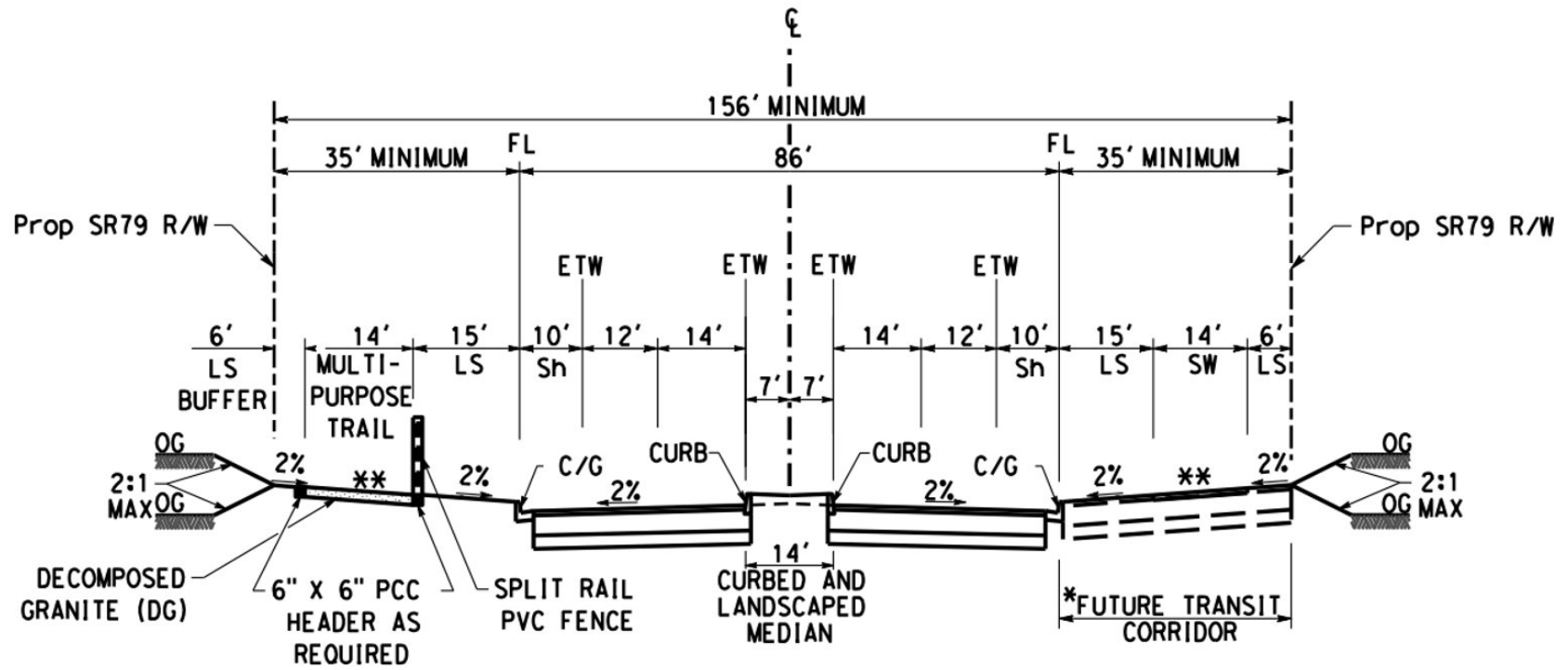
SEGMENT 3 MODIFIED





PROPOSED CROSS SECTION

FIGURE 3







4080 Lemon St. 3rd Fl. Riverside, CA 92501  
Mailing Address: P.O. Box 12008 Riverside, CA 92502-2208  
951.787.7141 • rctc.org

March 21, 2024

California Department of Transportation, District 8  
Attn: Mr. Catalino Pining, District Director  
464 W. Fourth Street, 12<sup>th</sup> Floor  
San Bernardino, CA 92401

RE: SR-79 Realignment Project EA 08-2244-494000

Dear District Director Pining:

This letter is to notify the State of California Department of Transportation (Caltrans) that the Riverside County Transportation Commission (RCTC) intends to assume the obligations of implementing the overall SR-79 Realignment Project (SR-79), including compliance with existing mitigation measures and other obligations under the California Environmental Quality Act (CEQA). See Attachment 1. This includes RCTC assuming the CEQA lead agency role. RCTC is not proposing any change in Caltrans' role as the agency lead for purposes of the National Environmental Policy Act (NEPA).

The proposed project is to be a four-lane roadway on the planned re-alignment for SR-79 in the approved Environmental Impact Report/Environmental Impact Statement dated October 27, 2016. The segment that RCTC will proceed with extends from approximately 0.3 miles south of Newport Road to Simpson Road within the community of Winchester. An exhibit of the project is included with this letter to illustrate the project. See Attachment 2. RCTC plans to commence preparation of the Plans, Specifications and Estimate (PS&E) package, acquire the required right of way, and construct this segment of the SR-79 project.

Since this segment connects only to the state highway system at the intersection of Winchester and Newport Road, near a segment of SR-79 that was previously relinquished to the County of Riverside, RCTC considers this project to be off system and would be implemented as a county road.

We understand this requires processing all project matters through the District's Planning Division, Local Assistance branch, and we are happy to discuss any other procedural items that may be necessary to clarify this change in RCTC's role.

Please contact Joie Edles, Project Manager, at (951) 787-7984 if you have any questions, concerns, or for more information.

Sincerely,

A handwritten signature in blue ink that reads 'Anne E Mayer'.

Anne Mayer  
Executive Director

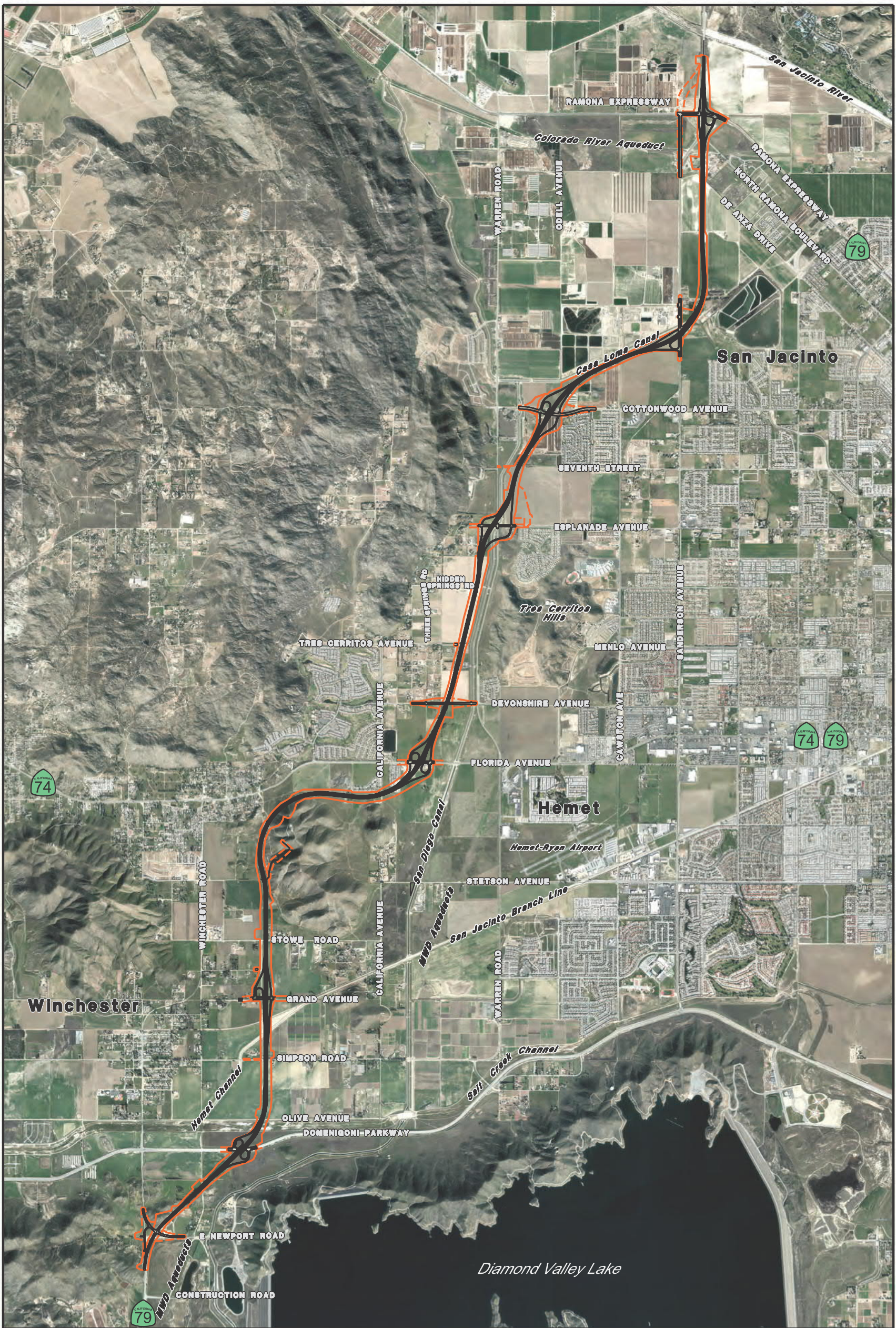
Cc: Dalia Alarkan, Caltrans District 8 Project Manager  
Erik Galloway, RCTC Capital Projects Delivery Director  
Joie Edles, RCTC Project Manager

Att: State Route 79 Realignment Project - Jan 2022  
Design Phase South Segment 3 Modified



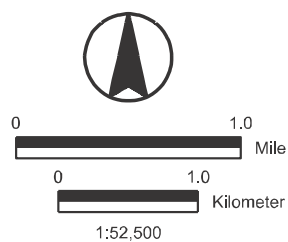


SR-79 Realignment Project (SR-79)



Aerial Date: February 2011

Alt 1b-August 2021.dgn



Alternative 1b with Refinements

State Route 79 Realignment Project

FOR DISCUSSION PURPOSES ONLY. SUBJECT TO CHANGE



SEGMENT 3 MODIFIED





## California Department of Transportation

OFFICE OF THE DISTRICT 8 DIRECTOR  
 464 W. 4<sup>TH</sup> STREET, MS-1201 | SAN BERNARDINO, CA 92401  
 (909) 383-4055 | FAX (909) 383-6239 TTY 711  
[www.dot.ca.gov/DIST8](http://www.dot.ca.gov/DIST8)



June 18, 2024

Mr. Aaron Hake  
 Executive Director  
 Riverside County Transportation Commission  
 4080 Lemon Street, 3<sup>rd</sup> Floor  
 Riverside, CA 92501

Dear Executive Director Hake:

### **RE: SR-79 Realignment Project EA 08-2244-49400**

I am writing to acknowledge the letter received from the Riverside County Transportation Commission (RCTC), dated March 21, 2024, and signed by then Executive Director Anne Mayer. The California Department of Transportation (Caltrans) understands that RCTC is no longer pursuing the adoption of the SR-79 Realignment Project (SR-79) into the State Highway System. Furthermore, RCTC intends to assume the obligations of implementing the overall SR-79 as an off-system project, with all associated requirements under the California Environmental Quality Act (CEQA). This includes RCTC assuming the CEQA lead agency role, while Caltrans remains the lead agency under the National Environmental Policy Act (NEPA).

Caltrans accepts RCTC's assertion for the change to SR-79. It is important to note that although SR-79 is no longer being proposed for adoption into the State Highway System, it may still require Caltrans review and approval when there is a nexus with Caltrans or the Federal Highway Administration (FHWA). Such a nexus occurs where SR-79 connects to the existing State Highway System, where federal funding is used for SR-79, where the construction of SR-79 results in traffic impact on the State Highway System, and other scenarios not specifically identified here.

Additionally, please note that the approved Environmental Impact Report/Environmental Impact Statement (EIR/EIS) dated October 27, 2017, will remain valid only if the construction of SR-79 reflects the descriptions and proposed features outlined in the approved document. Otherwise, a revalidation of the EIR/EIS will be required, with RCTC as the CEQA lead and Caltrans as the NEPA lead where applicable.

Mr. Aaron Hake, Executive Director  
June 18, 2024  
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Where there is a nexus, the review and approval process will be handled through the District's Planning Division Local Assistance, Planning Division Intergovernmental Review (IGR) – CEQA, Program Project Management Division, or Divisions of Traffic Operation Encroachment Permits.

Please contact Ray Desselle, Deputy District Director of Planning, at [ray.desselle@dot.ca.gov](mailto:ray.desselle@dot.ca.gov), Anthony Liao, Deputy District Director of Program Project Management, at [anthony.liao@dot.ca.gov](mailto:anthony.liao@dot.ca.gov), or Haissam Yahya, Deputy District Director of Traffic Operations, at [haissam.yahya@dot.ca.gov](mailto:haissam.yahya@dot.ca.gov) if you have any questions.

Sincerely,



CATALINO A. PINING III  
District 8 Director

c: Ray Desselle, Deputy District Director of Planning, Caltrans District 8  
Anthony Liao, Deputy District Director of Program Project Management, Caltrans District 8  
Haissam Yahya, Deputy District Director of Traffic Operations, Caltrans District 8

**Agreement No. 25-72-005-00**

**PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AGREEMENT WITH  
JACOBS ENGINEERING GROUP  
FOR  
PLANS, SPECIFICATIONS, & ESTIMATES (PS&E) SERVICES  
FOR THE  
STATE ROUTE 79 SEGMENT 3 MODIFIED PROJECT**

**Parties and Date.**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and JACOBS ENGINEERING GROUP ("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 funds administered by the California Department of Transportation ("Caltrans") from the United States Department of Transportation pursuant to the following project/program: Federal Highway Administration.
- E. 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 PROFESSIONAL ENGINEERING services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

F. The Commission desires to engage Consultant to render such services for the State Route 79 Segment 3 Modified Project ("Project"), as set forth in this Agreement.

## **Terms.**

1. General Scope of Services. Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise, and incidental and customary work necessary to fully and adequately supply the professional PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

3. 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 December 31, 2030, 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 Alicia Cannon 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: Alicia Cannon, Birgitta Ongawan, Melissa Williams, Erin DeMarco, Christopher Scott, Rob Henderson, and Loren Bloomberg.

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 \_\_\_\_% 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 Seven Hundred Seventy-Three Thousand, Five Hundred Eighty-Seven Dollars (\$773,587). 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 Thirteen Million, Three Hundred Seventy-Six Thousand, Four Hundred Dollars (\$13,376,400).

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 shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the Services.

(b) Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.

(c) When prevailing wages apply to the Services described in the Scope of Services, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

(d) Copies of the prevailing rate of per diem wages in effect at commencement of this Agreement are on file at the Commission's offices. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

27.2 DIR Registration. 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

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 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 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.

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:

JACOBS ENGINEERING GROUP  
3257 E. Guasti Road, Suite 120  
Ontario, CA 91761  
Attn: Alicia Cannon

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.

[Signatures on following page]

DRAFT

**SIGNATURE PAGE  
TO  
PROFESSIONAL SERVICES AGREEMENT  
WITH FHWA FUNDING/ASSISTANCE**

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

<p><b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b></p> <p>By: _____ Aaron Hake Executive Director</p> <p><i>Approved as to Form:</i></p> <p>By: _____ Best, Best &amp; Krieger LLP General Counsel</p>	<p><b>CONSULTANT</b></p> <p>By: _____ Signature</p> <p>_____ Name</p> <p>_____ Title</p> <p><b>ATTEST:</b></p> <p>By: _____</p> <p>Its: _____</p>
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\* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to RCTC.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**[attached behind this page]**

**DRAFT**

**Scope of Work for  
State Route 79 Segment 3 Modified Project  
Preparation of Plans, Specifications and Estimates (PS&E), Bid Support  
and Construction Support Services  
RFQ No. 25-72-005-00  
November 11, 2024**

## GENERAL ASSUMPTIONS

This scope of work package is for the State Route 79 Realignment Project Package 1 from Newport Road to Simpson Road, which consists of a new expressway between Newport Road and Simpson Road, designed per County of Riverside (CRTD) and Caltrans standards that will accommodate two lanes in each direction, with shoulders and a concrete raised median. A multi-purpose trail will be provided on one side, and right-of-way (ROW) will be acquired on the other side to facilitate a future transit facility. Three bridges will be designed at Patton Avenue, Patterson Avenue, and Salt Creek Channel to support wildlife movement.

The following are general assumptions that apply to the entire scope of work:

- G1. Submittal will be in electronic format submitted via Jacobs File Transfer Site or Project SharePoint site. No hard copies are anticipated.
- G2. Review of any deliverable will be accomplished with one review cycle, and a comment resolution meeting will be held at 60%, 95% and 100% to ensure concurrence, and that comments are understood and addressed accordingly.
- G3. PS&E submittals and reports will be reviewed by agencies in a maximum of thirty (30) working days. Delays will be reflected in project schedule.
- G4. Design will be prepared using Bentley MicroStation Connect and Openroads software for all design drawings.
- G5. Use ProjectWise to organize all design drawings.
- G6. Comments will be populated in a responses to comments matrix after a comment resolution meeting is conducted at 60%, 95%, and 100%. Jacobs will setup Bluebeam Studio Sessions for RCTC and CRTD reviews.
- G7. Project plans and Special Provisions will be developed based on County of Riverside County Road Standards and County Standard Specifications as amended by ordinance no. 461.11, the 2024 Caltrans Standard Plans, and 2024 Caltrans Standard Specifications.
- G8. Design Standards and Design Guidance will not change after the project starts.
- G9. Special Provisions and Cost Estimates will be prepared according to Caltrans Standards and be submitted at 60%, 95%, and 100%.
- G10. Submittals to all agencies will conform to CRTD CADD standards for title block, presentation, scale, content, style, etc. No early design packages are anticipated or included. This will be confirmed during project kick-off meeting and documented in meeting minutes that all agencies are in concurrence with CRTD CADD format. Additional submittals required by



other Agencies to conform to their standards are not included unless discussed during project kick-off or initial PDT meeting.

- G11. Only one (1) PS&E will be prepared from Newport Road to Simpson Road.
- G12. If any design elements are revised or if new direction is provided after 60%, 95% and 100% PS&E submittal to RCTC, CRTD, and/or Caltrans, such that they affect the design, will necessitate a Request for Change and Amendment.
- G13. The 35% design submittal will be a cursory/over the shoulder review by CRTD, RCTC, and/or Caltrans, as applicable. If any of the design elements are revised or if new direction is provided after the 35% submittal, such that they affect the design, it may necessitate a Request for Change and Amendment.
- G14. One (1) Health and Safety Plan and Quality Control Plan will be prepared for the project team under this contract.
- G15. Quality control reviews will be conducted for all deliverables, including 35%, 60%, 95%, and 100% design submittals.
- G16. Assume CRTD and Caltrans permits will be no fee permits.
- G17. Durations estimated at each phase
  - a. Twenty-seven (27) months for PS&E phase (assumed start January 2025 thru April 2027)
  - b. Six (6) months for Bidding and Award phase (February 2028 thru July 2028)
  - c. Twenty-four (24) months for Construction phase (September 2028 thru August 2030)
- G18. Additional tasks added after contract execution will be considered out of scope work and Request for Changes and Amendments will be prepared.

**TASK ASSUMPTIONS**

**Task 2. Project management, Bid Support and Design Support During Construction**

**Task 2.1 Project Management/Project Administration**  
**2.1.A General**

- 2.1.A.1. One (1) Kickoff Meeting with all Stakeholders, five (5) staff in attendance for two hours, includes preparation of meeting agenda and minutes.
- 2.1.A.2. One (1) Kickoff Meeting with Jacobs Internal Project Team, ten (10) staff in attendance for one (1) hour, includes preparation of meeting agenda and minute.
- 2.1.A.3. Up to sixty-seven (67) Monthly Project Development Team (PDT) Meetings, assumed to be one (1) hour each, up to three (3) in attendance.
- 2.1.A.4. Up to sixty-seven (67) virtual Monthly Trend meetings with RCTC, assumed to be one hour each, up to three (3) in attendance.
- 2.1.A.5. Jacobs team will attend Utility meetings scheduled by RCTC’s Utility Consultant, MONUMENT, as needed. It is recommended that utility meetings are scheduled individually with each utility company to discuss conflicts and relocations.

- 2.1.A.6. Up to twenty-seven (27) monthly intermediate meeting with CRTD for focused design coordination during PS&E phase.
- 2.1.A.7. Up to eight (8) specialty meetings for one hour, and up to three (3) staff in attendance.
- 2.1.A.8. Up to sixty-seven (67) Monthly Invoices and Progress Reports including a narrative of work performed, areas of concern, actions/approvals needed from RCTC, a schedule assessment and proposed ways to mitigate issues and problems that arise, and recommendations regarding ongoing design work.
- 2.1.A.9. Up to twenty-seven (27) Change Log updates to document all recommended, pending, approved and incorporated changes (thru PS&E only).
- 2.1.A.10. Up to twenty-seven (27) monthly schedule updates (thru PS&E only).
- 2.1.A.11. Up to thirty-five (35) Stakeholder meetings will be required, assuming five (5) key personnel in attendance for one (1) hour. This includes but is not limited to attendance at a Commission meeting for resolution of necessity hearing.
- 2.1.A.12. Constructability Review:
  - a. Will be performed at 60% and 95% PS&E.
  - b. The team will review and determine the adequacy and completeness of the bidding and contract documents at various design stages or before the project documents are finalized to release for bids and provide critical comments to improve the project value.
  - c. Review for clarity and biddability.
  - d. Cross-reference disciplines to find any information gaps.
  - e. Validate bid item quantities and prices.
  - f. Review special provisions for missing payment clauses and applicability.
  - g. Confirms pedestrian access is planned during construction for Americans with Disability Act (ADA) guidelines.
  - h. Constructability review meetings with RCTC Construction Management at the 95% and 100% submittals, assume five (5) meetings with two (2) in attendance for two (2) hours each.
- 2.1.A.13. Coordination for reviews and approvals with RCTC, CRTD, Caltrans, Riverside County Flood Control District, US Fish and Wildlife Services, California Department of Fish and Game, Regional Conservation Authority, United States Army Corps of Engineers (USACE), and Santa Ana Regional Water Quality Control Board.

**Task 2.2 Bid Support and Design Support during Construction**  
**2.2.A Construction Contract Support**

- Only one (1) bid period and one (1) contract will be needed for all PS&E improvements.
- 2.2.A.1. The Advertising, Award, and Administration will be provided by RCTC. RCTC will be responsible for the preparation of the construction contractor’s contract.

**2.2.B Bid Support**

- 2.2.B.1. Attend one (1) pre-bid meeting.
- 2.2.B.2. Provide support information for pre-bid meeting, questions, and addendum.
- 2.2.B.3. We have estimated a level of effort that would be required for bidding assistance, which will include the following:
  - a. Bid period support will occur for six (6) months which will include management/administration/coordination.
  - b. Prepare handouts and PowerPoint for Pre-Bid meeting.
  - c. Answer questions and provide Addenda.
- 2.2.B.4. Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.

**2.2.C Design Support during Construction**

- 2.2.C.1. It is difficult or near impossible to predict the Design Support during Construction that will be needed for this project or any project. The following are the anticipated activities:
  - a. Management/administration/coordination
  - b. Up to a combined total of forty (40) RFI's & Shop Drawings reviews requested by RCTC.
  - c. Up to a combined total of twenty (20) site visits, meetings with contractor & follow up. Twenty (20) site visits will consist of 2 people per visit. Estimated mileage of one hundred twenty (120) miles roundtrip.
  - d. Up to six (6) change order reviews requested by RCTC.
  - e. Up to ten (10) drawings/information to address unforeseen field conditions.
- 2.2.C.2. Up to two (2) pre-construction meeting with up to three (3) team members per meeting.
- 2.2.C.3. Since the exact level of effort cannot be determined at this time Jacobs team will update RCTC each month on expenditures incurred in order to monitor how the anticipated funds are being used and to determine if additional funds will be needed.
- 2.2.C.4. Jacobs will not be responsible for any construction inspections.
- 2.2.C.5. Refer to each individual discipline scope for preparation of as-built drawings at the conclusion of construction period.

**Task 3. Civil Scope of Work**

**Task 3.1 General Civil Design Requirements**

Refer to General Assumptions for design standards and format of design documents.

**Task 3.2 Survey Work**

**3.2.A General**

- 3.2.A.1. The Project Survey Control will be based on the same control utilized by Caltrans for the existing Topographic Surveys provided.

- 3.2.A.2. Basis of Bearings, and Basis of Elevations utilized for this survey will be included on the project plans.

**3.2.B Design Topographic Site Surveys**

- 3.2.B.1. All design topographic surveys will be tied into the Project Survey Control.
- 3.2.B.2. Survey coordinates will be provided at all tie-in locations.
- 3.2.B.3. Design Topographic Site Survey of the Salt Creek Channel with breaklines at top and toe of levee at three separate locations.
- 3.2.B.4. Field survey of proposed bridges within one mile upstream or downstream of proposed bridge location at Salt Creek Channel
- 3.2.B.5. Design topographic surveys will be performed with cross-sections at 50-foot intervals at all bridge and join areas.
- 3.2.B.6. Pothole locations (estimate 25) and Boring locations (estimate 42) will be tied into the Project Survey Control.

**3.2.C Aerial Mapping**

- 3.2.C.1. Set and position aerial targets which will be tied into project survey control.
- 3.2.C.2. An overall aerial mapping, image, and survey will be provided for the project and will also include the larger area at the Salt Creek Channel.
- 3.2.C.3. Aerial mapping at the Salt Creek Channel will include 2000 feet both north and south of proposed bridge, and one mile upstream and downstream to be tied to the project horizontal and vertical control.
- 3.2.C.4. Aerial mapping will be delivered in AutoCAD digital format at a scale of 1"=40' with a one-foot contour interval.
- 3.2.C.5. Also to be delivered will be a Digital Terrain Model (DTM) and a Color Digital Ortho of the project area.

**3.2.D Right of Way Survey Work**

- 3.2.D.1. General
  - a. All surveys will be performed based on the same control utilized for the existing Topographic Surveys.
- 3.2.D.2. Final Right of Way Drawing
  - a. Records research will be performed to obtain the record deeds for the current ownership and any available survey maps for the site. A field search will be performed to locate any property corner monuments or other boundary evidence.
  - b. A Computer-aided design (CAD) Base Map of the impacted Right of Way and Parcels will be prepared.
  - c. Title Reports of impacted parcels will be reviewed, and existing easements impacted will be plotted in the CAD Base Map.

- d. A CAD Land Net (Caltrans Specific) will be prepared of the area impacting existing State Route 79 at Newport Road.
- e. A Right of Way Map (Caltrans Specific) will be prepared for the area impacting existing State Route 79 at Newport Road.

3.2.D.3. Legal and Plats

- a. An Appraisal Map (Caltrans format, prepared for RCTC) will be prepared for the proposed two-mile corridor from existing State Route 79 at Newport Road to Simpson Road.
- b. Legal Descriptions and Plats will be prepared for up to twenty-two (22) takings.

**3.2.E Exclusions**

- 3.2.E.1. A Record of Survey will not be provided.
- 3.2.E.2. Post-construction monument perpetuation will be the responsibility of the Construction Contractor's Professional Land Surveyor.
- 3.2.E.3. Title Reports for impacted parcels will be provided by RCTC.

**Task 3.3 Roadway Assumptions**

**3.3.A General**

- 3.3.A.1. Hold internal bi-weekly meetings with all disciplines throughout the project for tasks and design coordination.
- 3.3.A.2. Use ProjectWise to coordinate all design and drawing files.
- 3.3.A.3. Coordinate with design team on new concepts and innovations.
- 3.3.A.4. Review all existing project documentation during Site Investigation, Data Collection & Record Research.
- 3.3.A.5. Gather all available As-Built plans from CRTD, organize and post on ProjectWise.
- 3.3.A.6. Prepare and obtain the necessary encroachment permits for field work related to site investigation. Estimated cost of permits has been included for Riverside County Flood Control and actual costs will be expensed out to the project.
- 3.3.A.7. Coordination with RCTC's utility consultant, MONUMENT, on utility impacts.
- 3.3.A.8. Support the Utility Coordination with the following:
  - a. Preparation of exhibits for meetings with utility owners.
  - b. Preparation of the utility conflict matrix.
  - c. Review of meeting minutes of utility coordination meetings attended by Jacobs team member.
- 3.3.A.9. Coordinate with RCTC's utility consultant, MONUMENT, to get the relocation plans from each utility company, if needed.
- 3.3.A.10. Pothole (C-Below)

- a. Preparation of pothole request drawings for utilities in potential conflict within the proposed improvements.
- b. Perform up to twenty-five (25) potholes. A standard pothole is 12 in x 12 in, performed to the top of pipe or encasement with sand backfill and a permanent surface patch.
- c. Services includes
  - i. Dig Alert Coordination & Delineation
  - ii. Vacuum Excavation to top of utility, encasement or stop depth.
  - iii. Standard Traffic Control
  - iv. Permanent Cold Patch
  - v. Sand Backfill
  - vi. Removal of Debris
  - vii. Pothole Report
- d. Services does not include
  - i. Hot Patching
  - ii. Slurry Backfill
  - iii. Engineered Traffic Control Plans
  - iv. Extensive Traffic Control
  - v. Flagging for Traffic Control
  - vi. Sidewalk Concrete Panel Replacement
  - vii. Removal of Dig Alert Marks
  - viii. Survey of Pothole Locations pre or post pothole
- e. Additional costs: Potholes outside of C-Below's standard will be billed based on actual depth or conditions. Limitations on work hours may cause additional mobilization or traffic control charges.

3.3.A.11. Utilities

- a. Preparation of the existing utility base file which will include size, owner, offset, etc. Jacobs team will not be liable for any information related to the utility data/information provided by others. Existing utility base file will be based upon as-built information provided by each utility owner and supplemented by visual survey of above-ground utilities (e.g. poles, pedestals, vaults) and any required potholing necessary to establish the horizontal and vertical location of underground utilities.

3.3.A.12. Support RCTC team with preparation of Google Keyhole Markup Language zipped (KMZ) and ROW exhibits, and attending meetings, as requested, for ROW coordination, stakeholder coordination, and public outreach.

- 3.3.A.13. Preparation of general plans for the geotechnical borings, infiltration testing, and site investigation for hazardous waste.
- 3.3.A.14. Preparation of the following plans:
- a. Title, Key Map and Line Index to be included with 35%, 60%, 95%, and 100% submittals.
    - i. Up to five (5) sheets will be required.
  - b. List of Construction and General Notes with 60%, 95%, and 100% submittals.
    - i. Up to three (3) sheets will be required.
  - c. Typical Cross Sections to be included with 35%, 60%, 95%, and 100% submittals.
    - i. Up to five (5) sheets will be required.
  - d. Layouts will be prepared at 40 scale with 35%, 60%, 95%, and 100% submittals.
    - i. Up to fifteen (15) sheets will be required.
  - e. Profiles will be prepared at 40 horizontal scale and 10 vertical scale with 35%, 60%, 95%, and 100% submittals.
    - i. Up to fifteen (15) sheets will be required.
    - ii. Profiles at 35% submittal will only include the station line.
    - iii. Profiles at 60%, 95%, and 100% submittals will include profiles at left edge, station, and right edge line.
    - iv. No superelevation diagram will be included.
  - f. Construction Details to be included with 60%, 95%, and 100% submittals.
    - i. Up to twenty-five (25) sheets will be required for roadway elements and wildlife design features.
    - ii. Will include design for fifteen (15) curb ramps. Six (6) in Caltrans jurisdiction and nine (9) in CRTD jurisdiction.
  - g. Utility Plans will be prepared at 40 scale with 60%, 95%, and 100% submittals.
    - i. Up to twenty (20) sheets will be required.
  - h. Pavement Delineation and Signing Plans, Details, and Quantities to be included with 60%, 95%, and 100% submittals.
    - i. Up to twenty-five (25) sheets will be required.
  - i. Summary of Quantities sheets to be included with 60%, 95%, and 100% submittals.
    - i. Up to ten (10) sheets will be required.
  - j. Right-of-Way (ROW) Mapping (Right-of-Way Requirement Sheets) will be prepared at 40 scale to be submitted separately to support RCTC's ROW team.
    - i. Up to fifteen (15) sheets will be required.

- k. Transportation Management Plan
  - i. Jacobs will prepare a Transportation Management Plan (TMP) for the PS&E phase. The TMP will focus on maintaining acceptable operations and access for traffic, transit, bicycles, and pedestrians. The TMP assessment will be coordinated with stage construction to balance contractor requirements and efficiency with the needs of the traveling public. The TMP team will provide input on the schedule, work areas, and staging areas. Traffic analysis will be conducted at up to five intersections if required to evaluate operations. A draft and final version of the TMP will be prepared, with the final version based on modifications from a consolidated set of comments from RCTC.

3.3.A.15. Prepare Design Standard Decision Document (DSDD) per Caltrans format for non-standard design features per CRTD and Caltrans Highway Design Manual (HDM).

3.3.A.16. Field Visits

- a. Field visits for roadway design: Up to eight (8) visits of three (3) people per visit. Estimated mileage of 120 miles roundtrip.
- b. Field visit for traffic design: Up to four (4) visits of two (2) people per visit. Estimated mileage of 120 miles roundtrip.

3.3.A.17. Roadway PS&E Reviews (35%, 60%, 95%, 100%)

- a. Reviews will be done by RCTC, CRTD, and Caltrans. Additional reviews by other stakeholders will be determined at PDT meetings.
- b. One (1) review cycle per submittal will occur.
- c. All comments will be received at the end of the comment review period.
- d. One (1) comment resolution meeting will be held to resolve any conflicting comments.

3.3.A.18. Preparation and submittal of as-builts to RCTC, CRTD, and Caltrans in compliance with the required format by CRTD after construction is completed.

### 3.3.B Exclusions

- 3.3.B.1. Intersection traffic operations analysis will be limited to five (5) intersections, for a single (worst-case) construction stage. Analysis will be conducted for a single peak period. No travel demand modeling will be conducted; reassignment will be based on professional judgment. Signal timing plans will be developed using Synchro, which can be used to guide field timing, but will require additional adjustments in the field.
- 3.3.B.2. Field traffic counts will be conducted as part of the "Traffic Analysis" task. Interpretation of data from previous traffic analysis will be used as input to the analysis. Additional traffic volume data will be obtained from desktop sources, including StreetLight.
- 3.3.B.3. Other assessments will be qualitative, based on construction scheduling and staging plans.



**Task 3.4 Drainage Assumptions**

**3.4.A General**

- 3.4.A.1. Available hydrologic data – design flow information for local storm drains will be provided by RCFC&WCD or local agency within a reasonable time upon request, e.g. one week.
- 3.4.A.2. County maintenance crew to maintain all culverts in advance of the video logging to be sure blocked pipes are unblocked and accessible for video logging work.
- 3.4.A.3. Video logging of the existing culverts, up to 18, and cleanout of each culvert prior to the video logging to properly assess the condition of each system.
- 3.4.A.4. Drainage Plans
  - a. Up to fifteen (15) sheets will be required.
- 3.4.A.5. Drainage Profiles
  - a. Up to eighteen (18) sheets will be required.
- 3.4.A.6. Drainage Details
  - a. Up to forty-two (42) sheets will be required.
- 3.4.A.7. Drainage Report
  - a. Riverside County Hydrology Manual is basis for hydrologic analysis.
  - b. Storm drain hydraulic analysis will be developed using HY-8, FlowMaster, or other similar software. Where needed, detailed hydraulic analysis will be performed using WSPGW.
- 3.4.A.8. Infiltration Testing for stormwater treatment will be performed according to the scope identified below for Task 3.5 Geotechnical Assumptions.
- 3.4.A.9. Bridge Hydraulics
  - a. Design flow information for San Jacinto River will be provided by RCFC&WCD within a reasonable time upon request, e.g. one week. No new hydrologic analysis is expected to be required and is excluded from this work.
  - b. A conditional letter of map revision (CLOMR) for FEMA floodplain mapping will be prepared during the final bridge submittal phase.
  - c. A letter of map revision (LOMR) for FEMA floodplain mapping will be prepared at the completion of construction.
  - d. HEC-RAS (one-dimensional) will be used to evaluate the project impacts. Two-dimensional hydraulic analysis, if deemed to be required, will be scoped separately by Amendment. Up to two alternative layouts will be evaluated.

**3.4.B Bridge Type Selection**

The Draft Bridge Hydraulics Report would be submitted with the Bridge Type Selection

**3.4.C Final Bridge Design Phase**

Final Bridge Hydraulics Report, to be included with final bridge structure submittal.

**3.4.D 65% Design**

- 3.4.D.1. The Drainage and Stormwater deliverables at this design phase will include the following:
  - a. Drainage Plans, Profiles, and Details for all storm drainage systems
  - b. Draft Drainage Report
  - c. Draft Water Quality Management Plan.

**3.4.E 90% Design**

- 3.4.E.1. The Draft and Stormwater Deliverables at this design phase will include the following:
  - a. Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
  - b. Draft Final Drainage Report
  - c. Draft Final Water Quality Management Plan
  - d. Final Bridge Hydraulics Report, to be included with final bridge structure submittal.

**3.4.F 100% Design**

- 3.4.F.1. The Draft and Stormwater Deliverables at this design phase will include the following:
  - a. Final Drainage Plans, Profiles, Details, and Quantities for all storm drainage systems
  - b. Final Drainage Report
  - c. Final Water Quality Management Plan

**3.4.G Bid Support Services**

- 3.4.G.1. Up to four (4) bid inquiries are anticipated, requiring up to sixteen (16) hours each.
- 3.4.G.2. Plan revisions will be scoped separately.

**3.4.H Services During Construction/As-Builts**

- 3.4.H.1. The level of effort is variable and limited to the budget allocated. For the purposes of estimating the level of effort, the following assumptions are used:
  - a. Up to twenty (20) drainage related submittals will be reviewed.
  - b. Up to forty (40) drainage RFI's will be addressed, requiring up to one (1) site visit with two (2) staff, and up to twelve (12) hours for each RFI.
  - c. Drainage staff will attend construction site meetings, if needed, after a formal RFI is submitted.
  - d. Storm Water Data Report – this document will be provided for the portion of the project within future Caltrans rights of way along existing SR79, e.g. approximately 600-800 linear feet near Winchester Road.

**3.4.I Exclusions**

- 3.4.I.1. Detention Basin engineering and design
- 3.4.I.2. With geometric refinements to the vertical profile, a pump station is not expected to be needed and is not included. Pump station engineering and design, including detention

storage design, are not included. If a pump station is determined to be necessary, this work will be scoped separately as an amendment.

3.4.I.3. Early design submittals/early design packages.

**Task 3.5 Geotechnical Assumptions**

**3.5.A General**

- 3.5.A.1. Geotechnical studies for up to twelve (12) new drainage structures – culverts.
- 3.5.A.2. Geotechnical studies for three new roadway bridge structures:
  - a. Salt Creek Channel Bridge (one (1) bridge, four [4] spans)
  - b. Patterson Avenue Undercrossing (one (1) bridge, one (1) span)
  - c. Patton Avenue Undercrossing (one (1) bridge, one (1) span)
- 3.5.A.3. Geotechnical studies for retaining wall between the south sides of Patton Avenue Undercrossing and Patterson Avenue Undercrossing.
- 3.5.A.4. No sound walls.
- 3.5.A.5. No sign structures or high-mast lighting.
- 3.5.A.6. Geotechnical studies for site grading
  - a. Slope cuts up to 50 feet.
  - b. Embankment fills up to 30 feet.
- 3.5.A.7. Geotechnical studies for sixteen (16) new BMP sites.
- 3.5.A.8. Geophysical studies for cut slopes in bedrock.
- 3.5.A.9. Geotechnical studies for new pavement.
- 3.5.A.10. No pavement rehabilitation studies for existing pavements.
- 3.5.A.11. Pre-field Activities/exploration
  - a. Review available and pertinent geotechnical and geology literature and perform a site reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
  - b. Obtain right of entry/encroachment permits prior to drilling and sampling activities. A list of permits for various project elements are identified in Table 1.

**Table 1 – Permits**

Location	Right of Entry/ Encroachment Permits
Salt Creek Channel Bridge	Riverside County Flood Control District, Riverside County, Individual Parcel Owners
Patton Avenue Undercrossing, Patterson Avenue Undercrossing, & Retaining Wall	Riverside County, Individual Parcel Owners
Roadway	Riverside County, Individual Parcel Owners

- c. Utility Clearance: Review available project utility plans, stake, and mark field exploration locations, and contact Underground Service Alert (USA) at least 48 hours prior to our scheduled drilling for utility clearance. Additionally, a third-party utility locator will be used to screen for utilities at the proposed boring locations. Should utility conflicts arise, impacted locations will be re-located as close as possible to their originally planned location.
- d. Environmental Clearance: Prior to entering the field, the boring locations and access routes will be screened for protected and/or sensitive/endangered plant and animal species. Nesting and breeding seasons will be identified, and field activities will be scheduled around these locations and times.
- e. Cultural Resource Clearance: It is assumed that screening for cultural resources prior to and during the excavation of geotechnical borings will not be required. If screening is to be required, coordination will need to be added to the scope of work.
- f. Health and Safety Plan: All site personnel will be responsible to follow Jacob’s safety policies. Geotechnical scope-specific Health and Safety Plan will be prepared.

3.5.A.12. Field Exploration and Laboratory Testing: Proposed field exploration consists of performing borings and infiltration testing.

3.5.A.13. Borings: Up to twenty-six (26) borings are assumed for the project. Summary of proposed borings and anticipated depth are presented in Table 2. Proposed borings will be drilled to the planned depth or refusal whichever is shallower, with exception of borings performed for the bridges and slope cut. If refusal is encountered within a bridge or slope cut boring, it will be converted to a rock core and advanced to the specified depth.

**Table 2 – Summary of Borings**

Type	Number of Borings	Anticipated Boring Depth (feet)
Hollow-Stem Auger/Rotary Wash Borings (Roadway Embankment Fill Areas/Culverts)	8	40 to 60
Hollow-Stem Auger Borings (Pavement)	3	10
Hollow-Stem Auger/Rotary Wash Borings (Retaining Wall)	1	60
Rotary Wash Borings (Bridges)	14	100

- a. The borings will be geotechnically logged and sampled in accordance with Caltrans Soil and Rock Logging Manual. Laboratory testing will be performed on select soil samples for soil classification, strength characteristics, settlement characteristics, and expansive and corrosion evaluation. If rock cores are produced, select core samples will be tested for elastic modulus and unconfined compressive strength. At the end of drilling, each boring will be backfilled with cement grout.
- b. Log of test borings (LOTBs) will not be prepared for the borings drilled for pavement, fill embankments, cut slopes, and drainage structure design.
- c. Upon completion of field exploration and laboratory testing, LOTBs will be prepared in accordance with Caltrans Soil and Rock Logging Manual for the borings drilled for the bridges at Salt Creek Channel Bridge, Patton Avenue Undercrossing, and Patterson Avenue Undercrossing, as well as the retaining wall between the two undercrossings.

3.5.A.14. Geotechnical Analysis: Perform geotechnical analysis using site-specific geotechnical data obtained from the field exploration in general accordance with Caltrans Geotechnical Manual, and AASHTO LRFD Bridge Design Specifications. Geotechnical evaluations would generally include pavement design, culvert design, shallow and/or deep foundations (for the bridge structures and retaining wall), slope stability for fill embankments, slope stability for cut slopes, rockfall mitigation, bedrock excavation, liquefaction potential, lateral spread potential, seismic settlement, consolidation settlement, collapse and expansion potential, corrosion potential and construction considerations.

3.5.A.15. Site-specific acceleration response spectra will be developed for the bridge structures per Caltrans Seismic Design Criteria.

- a. Infiltration Testing:
  - i. Perform double-ring infiltrometer test per ASTM D 3385 at up to 16 locations selected by the drainage team.
- b. Pre-field Activities:

- i. Prior to field exploration, we will perform site-reconnaissance survey to identify potential field exploration locations and site constraints as related to our proposed scope of work.
  - ii. The same environmental and cultural screening processes as performed for the geotechnical boring locations will be followed for the infiltration testing locations.
  - iii. Stake and mark our field exploration locations and notify Underground Service Alert a minimum of 48 hours. prior to field work exploration.
  - iv. Obtain one soil sample in the vicinity of each double-ring infiltrometer test location to reasonable identify subsurface soil conditions.
  - v. Soil sampling will be obtained either by hand digging or by using hand auger at an approximate depth of 2 feet below ground surface.
- c. Laboratory Testing
- i. After soil sampling, laboratory testing will be performed on select near surface soil samples. Our proposed laboratory testing consists of:
    - (1). Particle-size distribution (gradation) of soils using sieve analysis (ASTM D 6913)
    - (2). Atterberg limits (ASTM D 4318)
- d. Infiltration Testing Report
- i. The data obtained from the infiltration and laboratory testing will be evaluated and analyzed to develop infiltration rate at each tested location.
  - ii. An infiltration test report will be prepared documenting the results of the double-ring infiltration testing.
  - iii. Report will include soil type, laboratory test results, double-ring infiltration test methodology, and test results.
  - iv. Infiltration testing will be discussed in the Draft and Final GDRs. The Infiltration Testing Report will be included as an appendix.
- 3.5.A.16. Bedrock/Soil Shear Wave Velocity Testing:
- a. At a minimum, one Refraction Microtremor Survey (ReMi) will be performed to estimate the shear wave (S-wave) velocity profile in the upper 100 feet of soil/bedrock to help determine site class for the bridge structures.
  - b. At a minimum, one Refraction Surveys will be performed to obtain seismic P-wave velocity profile to aid in assessing the rippability of bedrock within the granodiorite hill at the south end of the project near Newport Road.
  - c. Based on the results of the geophysical testing, recommendations will be made for how to excavate the bedrock. This could include excavation with earth moving equipment, easy to hard ripping with rock ripping equipment, and/or blasting/alternative fracturing methods.

- d. The geophysical testing and rock excavation recommendations will be discussed in the Draft and Final GDRs and the data will be presented in an appendix.
- 3.5.A.17. Geotechnical Deliverables: Following geotechnical deliverables will be prepared in accordance with Caltrans Geotechnical Manual:
- a. Preliminary (35%), Draft (65%) and Final (95-100%) Foundation Report (PFR, DFR, and FFR) for the Salt Creek Channel Bridge.
  - b. Preliminary (35%), Draft (65%) and Final (95-100%) Foundation Report (PFR, DFR, and FFR) for the Patton Avenue Undercrossing.
  - c. Preliminary (35%), Draft (65%) and Final (95-100%) Foundation Report (PFR, DFR, and FFR) for the Patterson Avenue Undercrossing.
  - d. Draft (65%) and Final (100%) Geotechnical Design Report (DGDR and FGDR) for the project alignment.
  - e. Draft (65%) and Final (100%) Materials Report (DMR and FMR) for the project alignment.
  - f. Log of Test Borings (LOTBs)
- 3.5.A.18. Additional geotechnical assumptions
- a. Day time drilling is proposed for 100% of the field work.
  - b. Prevailing wages are applied per contract requirements.
  - c. Soil cuttings drummed and removed from site with normal (non-hazardous waste) disposal.
  - d. No groundwater monitoring wells are installed.
  - e. Access to the required explorations areas will be granted in a timely manner.
  - f. Fees for encroachment permits for geotechnical exploration will either be waived or will be paid by CRTD.
  - g. Permit to drill within the Riverside County Flood Control District jurisdiction for the Salt Creek Channel Bridge will be obtained by the Jacobs environmental team.
  - h. All drilling locations can be accessed using a conventional drill rig.
  - i. Up to six (6) days of daytime traffic control services will be required for drilling on or adjacent to existing roadways (Olive Avenue, Patton Avenue, Patterson Avenue, and Newport Road).
  - j. For borings penetrating existing pavements, the surface will be capped with asphalt or rapid set concrete.
  - k. Environmental contaminants or hazardous materials are not anticipated to be encountered during the investigation. Should such materials be encountered, operations will be halted immediately at the suspect location, and CRTD will be contacted for additional direction. Drilling may proceed when appropriate protective measures are in place.

- l. Jacobs will coordinate with applicable utility staff for utility clearances. Coordination with Underground Services Alert (USA) and associated firms marking utilities for USA is also included. Jacobs is not liable for any damages attributable to errors made in marking of utility locations by others.
- m. Geotechnical bid support services are provided.
  - i. Geotechnical bid support services include review of bid questions and drafting of responses, drafting addenda to bid documents, and review of bidder's documents for a total of 80 hours.
- n. As-built utility and drainage plans will be provided by others to aid in clearing the drill sites.
- o. Geotechnical construction support services include review of geotechnical material submittals, deep foundation installation related documents, and response to request for information for 8 hours per week for first two (2) years of construction.

**3.5.B**

**Exclusions**

- 3.5.B.1. Geotechnical observation services such as for subgrade preparation and embankment placement during construction are not included in the scope of work.
- 3.5.B.2. Geotechnical observation services such as foundation construction for the bridge structure are not included in the scope of work.
- 3.5.B.3. Soils and materials testing is not included in the geotechnical construction support services.
- 3.5.B.4. Handling of any potentially contaminated material or the level-of-effort required for additional protective measures.
- 3.5.B.5. Density testing of fill and backfill.
- 3.5.B.6. Evaluation of existing pavement condition/capacity and pavement rehabilitation recommendations are not included.

**Task 3.6**

**Structures Assumptions**

**3.6.A**

**General**

- 3.6.A.1. The Jacobs team will prepare structure design based on AASHTO LRFD Bridge Design Specifications, 2017, Eighth Edition, with Caltrans Amendments (AASHTO-CA-BDS-6), various Caltrans Bridge Design and Detail Manuals, and Caltrans Seismic Design Criteria, Version 2.0.
- 3.6.A.2. Structure Construction will be based on the 2024 Caltrans Standard Plans and Specifications.
- 3.6.A.3. This scope of services is based on three new bridge designs (two single-span bridges and a 4-span bridge). Two single-span bridges for Patterson Avenue and Patton Avenue and the 4-span bridge at Salt Creek Channel.
- 3.6.A.4. The bridges will be single stage construction.
- 3.6.A.5. There are no bridge mounted signs.
- 3.6.A.6. Use ACC to coordinate all design drawings.
- 3.6.A.7. MASH compliant barriers will be provided on the structures.



- 3.6.A.8. Large diameter utilities, greater than 4" in diameter, are not anticipated in the bridge. Future utility openings and conduits in the barriers will be provided on the structure.
- 3.6.A.9. The geotechnical team will develop the LOTB sheets. Only minor markups and border modifications will be performed by the structures team.
- 3.6.A.10. Deck drainage calculations will be performed by the drainage team and will be included in the bridge design calculation binders for reference.
- 3.6.A.11. Caltrans XS sheets will be used and modified, as needed.
- 3.6.A.12. Patterson Avenue Undercrossing and Patton Avenue Undercrossing are assumed to be either CIP/PT concrete box girder structures supported on CIDH large diameter shafts.
- 3.6.A.13. Salt Creek Channel Bridge is assumed to be a CIP/PT Concrete box girder structure supported on column bents and footings on CIDH large diameter shafts.
- 3.6.A.14. The supports for each structure will be skewed to accommodate the future widened condition.
- 3.6.A.15. All aesthetic details and requirements for the structure will be coordinated and developed outside of the structures scope.
- 3.6.A.16. Aesthetic treatment on the bridges is to be limited to form liner on the barriers and wingwalls. Patterns to be determined by others. Aesthetic treatment on retaining walls is to be limited to standard form liner on the face of the wall and on the barriers if applicable.
- 3.6.A.17. Retaining walls will be designed between Patterson UC and Patton UC to remain within the existing environmental footprint as needed. Retaining wall will be a non-standard retaining wall due to peak ground acceleration levels.
- 3.6.A.18. Sound walls are not included.
- 3.6.A.19. Non-standard overhead signs are excluded from the structures fee. Caltrans reference sheets will be used for all OH sign design.
- 3.6.A.20. Miscellaneous structure support does not include design calculations. It includes coordination, attending meetings, and providing reviews of plans or details for other disciplines.

### 3.6.B 35% Bridge Type Selection

- 3.6.B.1. Preliminary bridge design in 35% design level including performing preliminary structural design and seismic analyses in accordance with Caltrans Bridge Design Standards will be performed based on the approved roadway geometric design plans for the preferred alternative.
- 3.6.B.2. The preliminary structure study will be summarized in Bridge Type Selection Reports, which will include discussion on the structure, falsework (if required), utility relocation, stage construction, constructability-related topics, calculated scour depth, and geotechnical evaluation.
- 3.6.B.3. The 35% bridge type selection designs for the proposed type selected will include a bridge general plan, a preliminary foundation plan, a general plan estimate, and other pertinent information needed to determine the proper structure type.

- 3.6.B.4. The Type Selection Reports will be submitted to the CRTD for review and concurrence.
- 3.6.B.5. Only one Type Selection meeting will be required. All structures will be discussed at the same meeting.
- 3.6.B.6. The structure deliverables at this design phase will include the following:
  - a. Bridge Type Selection Report for each structure

**3.6.C 60% Unchecked Structure Plans**

- 3.6.C.1. Upon the acceptance of the Final Type Selection Report, engineering conclusions for the preferred structure alternative identified in the final bridge type selection report will be carried into the final design phase.
- 3.6.C.2. The structure deliverables at this design phase will include the following:
  - a. 60% Unchecked Structure Plans, including but not limited to (General Plan, Index to Plans, Deck Contours, Foundation Plan, Abutment Layout, Abutment Details, Bent Layout, Bent Details, Typical Section, Prestressing Details, Girder Details, Structure Approach and Drainage Details)

**3.6.D Bridge Design Independent Check**

- 3.6.D.1. 60% unchecked bridge plans will be independently checked by separate licensed bridge engineers, who have not been involved in the project.
- 3.6.D.2. A separate set of structural design check calculations including quantity calculations will be prepared in accordance with Caltrans bridge design practice.
- 3.6.D.3. The independent checkers will review the plans for completeness, consistency, and correctness of references.
- 3.6.D.4. All comments will be reconciled, and responses will be documented in the project files.
- 3.6.D.5. The structure deliverables at this design phase will include the following:
  - a. Bridge Design Independent Check Calculations
  - b. Quantity Independent Check Calculations
  - c. Comment/Response

**3.6.E 95% Structure Plans, Specifications and Estimate**

- 3.6.E.1. Responses to all agencies' review comments for the 60% submittal will be prepared and included in this submittal.
- 3.6.E.2. Caltrans Standard Special Provisions (SSP) for structural work not covered by the Caltrans Standard Specifications and Revised Standard Specifications will be prepared and included in this submittal.
- 3.6.E.3. Caltrans standard item codes for bid items will be used when feasible in the development of the bid schedule.
- 3.6.E.4. The Contract Cost Data Book published by Caltrans will be used to adjust the item unit prices.

3.6.E.5. 65% plans will be updated to reflect the reconciliation of the independent checker’s comments.

3.6.E.6. The structure deliverables at this design phase will include the following:

- a. 95% Structure Plans
- b. Edited Caltrans Standard Special Provisions
- c. Bridge Design Calculations
- d. Quantity Calculations
- e. Cost Estimate

**3.6.F Final 100% Plans and Contract Bid Documents**

3.6.F.1. Responses to the County’s review comments for the 95% submittal will be prepared and included in this submittal.

3.6.F.2. Any additional comments received on the 100% submittal are follow up to previous comments and are not new comments requesting preference-based changes.

3.6.F.3. The structure deliverables at this design phase will include the following:

- a. Final signed structure plans (included with the Roadway Package)
- b. Final Specifications (included with the Roadway Package)
- c. Final Estimate (included with the Roadway Package)
- d. RE Pending File (included with the Roadway Package)

**3.6.G Services During Construction/As-Builts**

3.6.G.1. All temporary structures or shoring design or review is excluded from the scope.

3.6.G.2. All design, detailing or review of erection equipment, formwork, falsework, or temporary erection supports is excluded from the scope.

3.6.G.3. Up to 2 people attending the preconstruction meeting.

3.6.G.4. Excludes contract analysis, structure bid analysis and square foot cost analysis.

3.6.G.5. Markups for as-builts will be provided to the design team at the end of construction. Effort for as-builts up to 3 hours per sheet.

3.6.G.6. Provide all electronic files to RCTC upon completion of as-builts.

**Task 3.7 Stage Construction/Traffic Signal/Electrical (FPL & Associates)**

**3.7.A General**

3.7.A.1. Participate in the following meetings:

- a. One (1) project kickoff meeting
- b. Twenty-seven (27) Monthly Project Development Team Meetings (virtually)
- c. Fifty-Four (54) Bi-Weekly Design Team Meetings (virtually)

- d. Four (4) Focus Meeting/Design Team Workshops (virtually)
- e. Four (4) CRTD Comment Resolution Meetings (virtually)

3.7.A.2. Preparation of the following plans:

- a. Highway Lighting Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
  - i. Up to ten (10) plans and four (4) detail sheets.
- b. Multi-Use Path Lighting Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
  - i. Up to ten (10) plans and four (4) detail sheets.
- c. Traffic Signal Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
  - i. Traffic signalization design will be prepared for SR79 and Simpson Road (new), SR79 and Domenigoni Parkway (new), SR79 and Winchester Road (modification)
  - ii. Up to six (6) plans.
  - iii. Traffic Signals will be designed in accordance with 2024 Caltrans Standard Plans and Specifications, and the latest California Manual on Uniform Traffic Control Devices (CAMUTCD).
- d. Construction Area Signs Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
- e. Motorist Information Signs Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
- f. Stage Construction and Traffic Handling Plans, Details and Quantities will be prepared with 60%, 95%, and 100% submittals.
  - i. Up to two (2) alternatives to be evaluated for each intersection.

3.7.A.3. Provide support with electrical service coordination. This includes preparation of Southern California Edison (SCE) service application forms, attend meetings with the serving company, and conduct necessary coordination with CRTD to obtain service addresses for all proposed and modified highway lighting and traffic signal electrical services.

3.7.A.4. Conduct record drawing research with the CRTD.

3.7.A.5. Conduct field investigation efforts to supplement collected as-built information and the topographical information provided by Jacobs. Field work is performed by crews of at least 2 individuals in compliance with Project’s Health and Safety policies.

3.7.A.6. Prepare technical specifications in CRTD format for the highway lighting and traffic signal design disciplines. Preparation of technical specifications for pavement delineation and signs is optional. FPL will request a boilerplate template from CRTD.

3.7.A.7. Engineer’s Construction Cost Estimate: FPL will prepare an engineer’s construction cost estimate based on the quantities for each of the design disciplines listed within this task.

- 3.7.A.8. Ready to List (RTL) effort includes preparing merged CAD files.
- 3.7.A.9. Construction Bid & Award Support includes Bid Support, Response to Inquiries, Addenda, any required pre-bid job walk meeting.
- 3.7.A.10. FPL’s construction support effort is limited to reviewing and responding to:
  - a. RFIs: No more than 10 RFI’s
  - b. Submittals: No more than 10 Submittals.
  - c. Plan revisions: No more than 40 hours total.
  - d. Field Meetings: Attending no more than 20 hours total of field and/or virtual meetings.
- 3.7.A.11. Project Closeout Services
  - a. Includes preparation of as-built plans at the conclusion of the project.
  - b. Contractor to provide field notes tracking actual constructed above-ground and underground traffic signal facilities and pavement delineation and sign installations. FPL will request a copy of the contractor field notes, which will serve as the basis for preparation of the record drawings. FPL can perform an independent field check of constructed conditions at the County’s request for an additional fee.

**3.7.B Assumptions**

- 3.7.B.1. Assume wireless radios at each intersection for traffic signal communication.
- 3.7.B.2. All meetings with the Client, Project team, and/or the County – except for the Kickoff Meeting - shall be virtual.
- 3.7.B.3. Changes to field conditions after field work is performed by FPL that impact FPL’s design will be considered additional scope. FPL’s efforts to incorporate the changed field conditions will warrant a fee augmentation.
- 3.7.B.4. CRTD will provide sample Specifications.
- 3.7.B.5. Design fee accounts for review of existing SR79 Expressway and Winchester Road intersection by both Caltrans and CRTD. All other project limits are assumed to be reviewed by CRTD only.

**3.7.C Exclusions**

- 3.7.C.1. Attendance to additional meetings than what was indicated in Section 3.7.A.1.
- 3.7.C.2. Bid analysis efforts are excluded.
- 3.7.C.3. Preparation of temporary traffic electrical design plans, including temporary lighting and temporary traffic signal plan.
- 3.7.C.4. Preparation of separate traffic signal interconnect plans.
- 3.7.C.5. No staging and traffic handling plans required for falsework installation for bridge construction.
- 3.7.C.6. Any efforts associated with alternatives analysis.

- 3.7.C.7. Attendance at pre-construction meeting.
- 3.7.C.8. Non-standard equipment designs/specifications including, but not limited to, foundations, poles, and lighting equipment.
- 3.7.C.9. Preparation of any Caltrans Fact Sheet(s).
- 3.7.C.10. Landscape, ornamental, and decorative lighting design (directional tree lighting, up-lighting, etc.) and associated electrical power source.
- 3.7.C.11. Traffic signal timing analysis or preparation of traffic signal timing sheets. Timing plans are provided and implemented by CRTD.
- 3.7.C.12. An independent check of constructed field conditions for plan as-builtting.
- 3.7.C.13. Bus stop relocation or transit-related coordination (for temporary or permanent conditions) of any kind.
- 3.7.C.14. Design of any advance flashing beacon systems (solar or hard-wired).
- 3.7.C.15. Custom foundation designs for highway lighting and/or traffic signal poles.
- 3.7.C.16. Structural design of bridge integration for lighting poles.

**Task 3.8****Traffic Analysis****3.8.A****General**

- 3.8.A.1. Jacobs will conduct traffic analysis to provide support for the design process. The analysis will focus on supporting recommendations for lane geometry, turn pocket length, and other features related to the design. Traffic analysis may also support focused data requirements for noise and air quality evaluations during PS&E.
- 3.8.A.2. Two scenarios will be evaluated in the traffic analysis: a new alignment up to Simpson Road, and a shorter segment up to Domenigoni Parkway. Jacobs will compare the performance of the two scenarios to help guide RCTC on the strategy for the first phase of implementation. This will be limited to one set of recommendations and any further recommendations would be considered out of scope.
- 3.8.A.3. The analysis findings that will be prepared will include recommendations of lane configurations and traffic operations which may include lane widening, realignment, signalization, auxiliary lanes, elevated interchanges, and coordinated and interconnected traffic signalization.
- 3.8.A.4. A rough order magnitude of cost for the preferred recommendation will be provided along with exhibits and a report of findings that can be used to present to the Committee or Commission for approval.
- 3.8.A.5. The traffic analysis will generally be conducted using the methodologies used for the SR79 Route Realignment EIR/EIS traffic analysis. In general, the analysis will focus on a comparison between design options using a future horizon year (i.e., with project).
- 3.8.A.6. Traffic forecasts will be based on the results of the SR 79 Realignment EIR/EIS and other more recent traffic analyses conducted in the area. Analysis may include intersection (level of service) analysis using Synchro and volume/capacity assessments on roadway segments. Up to 10 intersections will be analyzed. Traffic counts (intersection and roadway segments)

will be conducted by a traffic counts vendor. Up to 10 intersection counts or 15 roadway segment counts will likely be available with that budget (or some combination of the two).

**3.8.B Exclusions**

- 3.8.B.1. Intersection traffic operations analysis will be conducted for horizon year weekday AM and PM peak periods. No travel demand modeling will be conducted; reassignment will be based on professional judgment. Signal timing plans will be developed using Synchro.
- 3.8.B.2. No new travel demand model runs will be conducted.
- 3.8.B.3. No VMT analysis will be conducted. Any design modifications are expected to have a negligible effect on VMT. If regulations (or interpretations of regulations) change, an updated VMT assessment would require additional scope and associated resources.

**Task 3.9 Landscape (Tatsumi and Partners [TAP])**

**3.9.A General**

- 3.9.A.1. The PID, Project Report, Environmental Impact Report, Environmental Commitments, etc. will all be made available by the project kick-off meeting.
- 3.9.A.2. All electronic files necessary for completion of the project in either DGN or DWG format, as well as other relevant project data will be provided by Jacobs.
- 3.9.A.3. Conduct a site visit to review the existing site conditions.
- 3.9.A.4. PS&E submittals are limited to one submittal of 35%, 60%, 95%, 100%, and Final contract documents. Additional submittals will be considered new work and an additional fee.
- 3.9.A.5. The Corridor Master Plan will be scheduled to start with the startup of the PS&E section.
- 3.9.A.6. There will be two submittals and reviews of the Corridor Master Plan. The first submittal at 75% and the second will be the final submittal.
- 3.9.A.7. PS&E submittals are limited to one submittal of 35%, 60%, 95%, and 100% Reviews contract documents. Submittals added after contract execution will be considered out of scope work and an amendment will be prepared.
- 3.9.A.8. QAQC & IDR reviews will be conducted prior to each submittal.
- 3.9.A.9. Irrigation is not part of this scope of work. However, an amendment may be submitted upon request for irrigation.
- 3.9.A.10. In the event the project is “shelved” or dormant for more than 1 year. An amendment will be issued to restart the project.
- 3.9.A.11. Attend kick-off meeting.
- 3.9.A.12. Perform research and review of the EIR/EIS, and Environmental Commitment Record.

**3.9.B Corridor Master Plan (ECR Visual Aesthetics VIS-1)**

- 3.9.B.1. Utilizing information from the kick-off meeting and data gathered during research. A Corridor Master Plan will be developed. The Corridor Master Plan will unify all expressway improvements, including roadway, structures, and roadside into the communities and surrounding environment.

- 3.9.B.2. The Corridor Master Plan will include but limited to the following:
- a. Research & site visits of the surrounding communities.
  - b. Roadside Design (Landscape elements only, plan view rendering the full project length)
  - c. Noise Barriers (Aesthetic Treatments applied to the engineers' designs. 4 Exhibits)
  - d. Retaining Walls (Aesthetic Treatments, approx. 4 Exhibits, 2 Photo simulations maximum)
  - e. Stormwater Treatment Areas (With input from the engineer, 2 Exhibits)
  - f. Medians (Landscape areas)
  - g. Bridge Aesthetic Treatments (4 Exhibits, 2 Photo simulations maximum)
  - h. Conceptual Contour Grading: Tatsumi and Partners (TAP) will work in conjunction with the grading engineer to develop a conceptual contour grading approach (This will be shown in the plan view rendering).
  - i. Wildlife Crossings: TAP will work with the design teams environmental and biological leads to develop aesthetics or landscaping for wildlife crossings (2 Exhibits, 1 Photo Simulation).
  - j. Aesthetics (Refer to the above listed summaries)
    - i. Wall Aesthetics
    - ii. Structures Aesthetics
    - iii. Retaining Walls
    - iv. Slope Paving
  - k. Design Team Coordination Meetings (Up to 1 monthly meeting is assumed during this phase).
  - l. Deliverables
    - i. Corridor Master Plan (8 ½"x11" booklet format compromised of plan renditions, exhibits and photo simulations)
  - m. Specifications

**3.9.C Plans, Specifications, and Estimate (PS&E)**

- 3.9.C.1. Tree Preservation Plans
- i. Develop tree preservation plans to be utilized for PS&E clearing and grubbing and roadside clearing work. Tree preservation plans will include:
  - ii. Aerial photos overlaid over layout plan sheets
    - (1). Number and location of trees to be protected.
    - (2). Number and location of trees to be removed.



- iii. Field visits would be necessary to locate all existing trees on site (minimum number of field visits = 5 per segment)
- iv. Planting Plans
  - (1). Legends, Notes, Details, Plant Legend, and Quantities
  - (2). Inert groundcover, legend, quantities
  - (3). Stormwater Treatment Planting: TAP will coordinate with the stormwater engineer and provide planting for BMPs and Design Pollution Prevention Infiltration Area (DPPIA) areas.
  - (4). Planting Quantity Sheet
  - (5). Specifications
  - (6). Cost Estimate
- v. Design Team Coordination Meetings (Up to 1 bi-weekly meeting is assumed during this phase).
- vi. Deliverables
  - (1). Planting Plans, Notes, Legend, Details, Specifications and Estimate.

**3.9.D Construction Bid/Support/Closeout**

- 3.9.D.1. Review bid questions and draft responses (up to 3 questions maximum).
- 3.9.D.2. Respond to Bidders/Requests for Information (RFIs) up to 1 RFI.
- 3.9.D.3. Review and respond to up to four (4) Requests for Information (RFI's).
- 3.9.D.4. Prepare as-built drawings utilizing red lines provided by the contractor.

**Task 3.10 Technical Specifications and Special Provisions (Transystems)**

**3.10.A General**

- 3.10.A.1. Specifications will be submitted with 60%, 95% and 100% submittals.
- 3.10.A.2. Special provisions will not be submitted as part of the 35% submittal.
- 3.10.A.3. Special provisions submitted at 60% will contain list of Standard Plans and draft sections relevant to 60% design.
- 3.10.A.4. Special provisions with complete section edits will be provided as part of the 95%, and 100% submittals.
- 3.10.A.5. RCTC Standard Special Provisions will be incorporated as part of the project Special Provisions.

**3.10.B Deliverables**

- 3.10.B.1. Electronic submittals for 60%, 95%, and 100% submittals in word document and PDF formats.

**Task 3.11      Aerially Deposited Lead (ADL) Site Investigations and Hazardous Materials Contingency Plan (HMCP)****3.11.A      Aerially Deposited Lead (ADL) Site Investigations**

- 3.11.A.1. This will include up to 6 locations to be sampled for ADL at four depths (0.0-0.5 ft, 1.0-1.5 ft, 3.0-3.5 ft, and 4.5-5.0 ft) using hand auguring methods. All samples will be collected in unpaved areas that are adjacent to a roadway where there is potential for deposition of aerially deposited lead and where there is planned soil excavation/disturbance. Sample locations at the intersection of Newport Road and Winchester Road are spaced approximately 800 feet from each other to provide adequate characterization. Laboratory testing for lead will use EPA Method 6010. All samples will be tested for total threshold limit concentrations (TTL). Up to 50% of samples will require soluble threshold limit concentration (STLC) using waste extraction test (WET) (citrate) extraction. Up to 25% of samples will require de-ionized water waste extraction (DI-WET) analysis. Up to 10% of samples will require toxicity characteristic leaching procedure (TCLP) analysis. One report will be prepared to summarize the findings for the ADL investigation.
- 3.11.A.2. Submittal to include a Draft and Final Work Plan for ADL Investigation, and a Draft and Final Investigation Report.

**3.11.B      Hazardous Materials Contingency Plan**

- 3.11.B.1. The HMCP will be prepared, that incorporates guidance provided in Chapter 7-1071 of the Caltrans Construction Manual (2023) for handling and dealing with unknown hazards. The HMCP will include the applicable methods and safety procedures for construction workers to follow when responding to events such as the discovery of unidentified underground storage tanks (USTs), hazardous materials, petroleum hydrocarbons, hazardous or solid wastes, or contaminated soil. The elements of the HMCP plan will also provide the procedures for regulatory agency notification, UST decommissioning, field screening, material testing methods, and mitigation and contaminant management. The HMCP will specify that for any necessary exploratory, investigative, or cleanup work, the use of specialized consultants will be required who are fully trained, licensed, and qualified for hazardous waste work in accordance with state and federal regulations.
- 3.11.B.2. Submittal to include a Draft and Final HMCP.

**3.11.C      Assumptions**

- 3.11.C.1. A total of two submittals for ADL (Draft and Final) will be prepared and submitted for review and approval. No additional submittals will be made unless additional review(s) are due to quality of the deliverables.
- 3.11.C.2. RCTC will provide or arrange for all right of entry to restricted site access.
- 3.11.C.3. No samples will be collected in areas that are not adjacent to a paved roadway because of the limited potential for aerially deposited lead in these areas.
- 3.11.C.4. A total of two submittals for HMCP (Draft and Final) will be prepared and submitted for review and approval.

**Task 3.13 Environmental Compliance/Permits**

**3.13.A General**

3.13.A.1. Preparation of revalidation and permits will begin at 60% PS&E design.

**3.13.B Project Management/Administration/Coordination**

3.13.B.1. This task includes virtual attendance at 27 Project Development Team (PDT) meetings by the lead.

3.13.B.2. As requested by RCTC, Jacobs will take the lead in coordinating directly with Caltrans Environmental staff.

**3.13.C Preconstruction Biological Surveys for Geotechnical Borings**

3.13.C.1. Nesting Bird Survey/Vegetation Removal Seasonal Constraints

3.13.C.2. This scope includes 5 days of preconstruction nesting bird surveys in the event that geotechnical boring activities result in vegetation removal during restricted timeframes.

3.13.C.3. Geotechnical boring locations and access routes will be pre-defined.

**3.13.D Geotechnical Boring Regulatory Permits and Coordination**

3.13.D.1. During the 35% design phase, Jacobs will coordinate with RCTC to acquire, as needed, the regulatory permits listed for geotechnical borings of the proposed project:

- a. Geotechnical Boring Regulatory Permit Fees.

3.13.D.2. Regulatory Agency Permits for Construction

- a. This scope of work assumes that one permit application will be submitted simultaneously to each of the three regulatory agencies (USACE, RWQCB, and CDFW).
- b. An updated JD will be used for all permit applications.

3.13.D.3. Jacobs will set up a pre-application meeting with the USACE before beginning the application process.

3.13.D.4. During final design, Jacobs will acquire, as needed, the regulatory permits listed for construction of the proposed project:

- a. Permit Fees for Project Construction.

**3.13.E Environmental Revalidation and Supplemental Technical studies**

3.13.E.1. Jacobs will complete an Environmental Revalidation form for Caltrans (NEPA) and RCTC (CEQA) approval to document any modifications made to the design that differ from the design in the Final EIR/EIS. Effort scoped under this task is anticipated to begin during the 60% design phase.

3.13.E.2. To support the Environmental Revalidation, Jacobs will prepare a brief write-up on each environmental topical area from the Final EIR/EIS.

- a. If it is determined that any proposed design modifications would result in new potentially significant impacts that require new mitigation measures, then a supplemental EIR/EIS would be required. This scope of work does not include preparation of a supplemental environmental document.

- 3.13.E.3. This scope includes up to three rounds of review and responses to comments from RCTC and Caltrans District 8. If additional rounds require response or substantive issues develop requiring any effort beyond the scope of work (and estimate), a contract modification will be necessary, and a schedule adjustment may also be needed.
- 3.13.E.4. This scope does not include updates to the MSHCP DBESP as it is not anticipated.
- 3.13.E.5. During 100% design, Jacobs will coordinate with RCTC and Caltrans to execute Environmental Certification at the Ready-to-List milestone.
  - a. Section 508 document remediation is not included in this scope of work.
- 3.13.E.6. The following supplemental technical studies, or additional CEQA/NEPA documentation, are anticipated at this time.
  - a. Air Quality Report
    - i. This scope assumes the preparation of a PM Conformity Hot Spot Analysis Project Summary Form for Interagency Consultation
    - ii. Project will still be considered not to be a Project of Air Quality Concern (POAQC). Quantitative PM10/PM2.5 modeling will not be required.
    - iii. The AQR will follow the current Caltrans Annotated Outline
  - b. Cultural Studies (Applied Earthworks, Inc.)
    - i. No updated cultural resource studies are anticipated since this phase of the Project is entirely within the roadway limits of Build Alternative 1br and the Area of Potential Effect (APE) previously analyzed in the EIR/EIS. An updated APE description and map will be required, per Stipulation I of the MOA. The updated APE will identify any alterations to the potential areas of impact. The revised APE will be submitted to the State Historic Preservation Office (SHPO) for concurrence that alterations to the Project will not result in additional adverse effects to historic properties. Amendment of the APE will not require an amendment to the MOA. Spot-check surveys of the updated APE will be conducted to provide a condition assessment of the proposed project since the original field surveys were conducted more than 10 years ago. Updated information will be documented in a Supplemental Technical Report Addendum Memorandum (STRAM).
    - ii. Deliverables
      - (1). Updated APE Map
      - (2). Coordination with SHPO
      - (3). Spot-check field surveys of updated APE.
      - (4). STRAM
    - iii. Assumptions
      - (1). No additional cultural resource studies are required since all impacts remain within original APE.

- c. Native American Consultation
  - i. Additional coordination with Native American tribes will occur during ground disturbance activities and within the cultural sensitive areas and monitoring costs are not covered in this scope .

### 3.13.F Environmental Commitments Record

- 3.13.F.1. If revisions to the avoidance, minimization, and/or mitigation measures from the Final EIR/EIS are required as part of the regulatory permitting process and/or revalidation, then Jacobs will develop an updated Environmental Commitment Record (ECR) during 100% design.
  - a. The ECR would be updated to include additional measures required by three regulatory agencies (USACE, RWQCB, and CDFW), as specified in the regulatory permits obtained for the project.
  - b. The ECR would also include any measures specified in the Paleontological Mitigation Plan
  - c. During 100% design, Jacobs will ensure that applicable measures in the ECR, from the approved Final EIR/EIS, are included in the final project plans and specifications.
  - d. This task does not include the preparation of a burrowing owl relocation plan.

### 3.13.G Paleontological Studies (Applied Earthworks, Inc.)

- 3.13.G.1. No updated paleontological resource studies are anticipated since this phase of the Project is entirely within the roadway limits of Build Alternative 1br and the project limits previously analyzed in the EIR/EIS. A Paleontological Mitigation Plan (PMP) will be prepared for the Project, in accordance with the mitigation measures proposed in the EIR/EIS.
- 3.13.G.2. Deliverables
  - a. STRAM
  - b. PMP
- 3.13.G.3. Assumptions
  - a. No additional paleontological studies are required since all impacts remain within original Project footprint.

### 3.13.H Supplemental Aquatic Resources Delineation Survey and Report (ARDR) (EGP Consulting, Inc.)

- 3.13.H.1. EGP will conduct an Aquatic Resources Delineation Survey to determine the extent of waters of the U.S., waters of the State, and streambed or riparian habitat within the Jurisdictional Study Area (JSA), which includes a 50-foot buffer surrounding the Project Study Area. EGP will prepare a Supplemental Aquatic Resources Delineation Report (ARDR) documenting the results of field delineation. The report will be suitable for submittal to USACE, RWQCB, and the CDFW for use in acquiring regulatory permits, if needed. The Supplemental ARDR will include a map of aquatic features identified on-site, field measurements, regulatory analysis and descriptions of the various features found on-site, and photographs documenting the features identified on-site.
- 3.13.H.2. The methods and results of the Supplemental ARDR will also be incorporated into the Supplemental Natural Environment Study Minimal Impact (NESMI). The ARDR will not

include an assessment of Project impacts to waters of the U.S. or waters of the State. However, the results of the ARDR will be used to analyze Project impacts to waters of the U.S. and/or waters of the State in the NESMI. As part of the ARDR, EGP will prepare an Approved or Preliminary Jurisdictional Determination (JD) Request Form suitable for submittal to USACE, depending on the findings of the Supplemental ARDR. Please note that this task does not include the submittal of the JD Request form to USACE or coordination with USACE to receive an Approved Jurisdictional Delineation.

#### 3.13.H.3. Deliverables

- a. Draft and Final ARDR (1 electronic PDF)
- b. Draft and Final Preliminary or Approved Jurisdictional Determination Request Form (1 electronic PDF)

#### 3.13.H.4. Assumptions

- a. No more than two (2) rounds of review for draft and final.
- b. The study area will consist of a 100-foot buffer beyond the Project Study Area.
- c. This scope of work does not include additional site visits should the Project Study Area change following the initial field survey.

### 3.13.I Regulatory Permitting (EGP Consulting, Inc.)

3.13.I.1. The Project may require a Clean Water Act (CWA) Section 404 permit from the USACE, a CWA Section 401 Water Quality Certification (401 WQC) from RWQCB or State Water Resources Control Board (SWRCB), and a Lake and Streambed Alteration Agreement from CDFW. With the updated definition of Waters of the U.S. in the Sackett decision, the previously mapped aquatic features may no longer qualify as Waters of the U.S. EGP will submit an Approved JD Request to USACE and the Environmental Protection Agency (EPA) to confirm the presence or absence of Waters of the U.S. within the JSA. Although the original environmental document concluded that an Individual CWA Section 404 Permit would be required for the overall Project, it is likely that Project impacts to Waters of the U.S. for this Segment will be under the threshold for a Nationwide Permit and that impacts to waters of the U.S. associated with this Segment can be permitted under NWP 14 for Linear Transportation Projects.

3.13.I.2. It is important to note that CDFW and RWQCB were not part of the NEPA/404 process and did not provide concurrence on the Compensatory Mitigation Plan (CMP). Additionally, this Segment of the Project is located within the boundaries for both the Santa Ana Regional Water Quality Control Board and the San Diego RWQCB. During the original NEPA/404 process, San Diego RWQCB deferred its participation to the Santa Ana RWQCB. As part of the permitting process, early coordination with the regulatory agencies will be key to avoid any delays and to address their agency requirements. An updated CMP will be required for the CWA 401 permit and Lake and Streambed Alteration Agreement and is required to meet the RWQCB guidelines for a complete CMP ([https://www.waterboards.ca.gov/water\\_issues/programs/cwa401/docs/wrapp/wqc\\_revie\\_wcheck.pdf](https://www.waterboards.ca.gov/water_issues/programs/cwa401/docs/wrapp/wqc_revie_wcheck.pdf)). Coordination with Santa Ana and San Diego RWQCB will also be required to determine where to submit the 401 WQC application.

3.13.I.3. EGP will prepare regulatory permit application packages covering impacts to federal and State jurisdictional aquatic resources and coordinate with the regulatory agencies to

facilitate permit issuance. The EGP team anticipates that the regulatory agencies will require the following permits to address Project impacts to jurisdictional aquatic resources:

- a. USACE will require a Nationwide Permit to conduct activities in waters of the U.S. under Nationwide Permit 14 for Linear Transportation Projects
- b. RWQCB/SWRCB will require a Water Quality Certification for discharges of dredge or fill materials to waters of the U.S.
- c. CDFW will require a Streambed Alteration Agreement under Section 1602 of the California Fish and Game Code

#### 3.13.I.4. MSHCP Pre-Application Meetings

- a. As part of the permitting task, EGP will schedule, coordinate, and attend up to two Pre-Application Meetings which are hosted by Western Riverside County Regional Conservation Authority (WRC-RCA). These meetings are held bi-monthly and provide an opportunity for the Project team to coordinate with the regulatory agencies (RWQCB, USACE, and CDFW) regarding potential Project impacts to aquatic resources and permitting strategies and to ensure that Project impacts to MSHCP resources are sufficiently addressed. As part of this task, EGP will attend two virtual meetings: (1) a teleconference with the project team to strategize regarding the project approach to be presented to the regulatory agencies; and (2) a pre-application teleconference meeting with CDFW, USACE, and RWQCB staff to discuss project impacts and mitigation that may be required. Additionally, this task includes up to three additional 1-hour teleconferences with the Project team and/or regulatory agency staff. Because a Determination of Biologically Equivalent or Superior Preservation (DBESP) and CMP have already been approved for the overall Project, mitigation proposed at the Pre-Application Meeting(s) will be consistent with that in the approved DBESP and CMP.

#### 3.13.I.5. USACE CWA Section 404 Nationwide Permit Pre-Construction Notification

- a. EGP will submit an Approved JD Request form to USACE/EPA and coordinate with USACE/EPA to acquire an Approved JD verifying the presence or absence of waters of the U.S. within the JSA. If aquatic resources within the Project limits are considered jurisdictional waters of the U.S., the CWA Section 404 permit process should be streamlined since the alternatives analysis was done as part of Checkpoint 3 of NEPA/404, and the modified design remains within the approved environmental footprint for Build Alternative 1br. Should the Project result in impacts to waters of the U.S., EGP will prepare a pre-construction notification to request USACE's permission to discharge dredge or fill materials into waters of the U.S. under NWP 14. The Application Package will include all information required by USACE to be deemed a complete application. As part of this task, EGP will prepare an updated CMP/Habitat Mitigation and Monitoring Plan (HMMP) that will address restoration of temporarily-impacted jurisdictional aquatic resources and off-site mitigation for permanent impacts. Since RCTC has already purchased, or is in the process of purchasing, 234 acres of mitigation land (preservation only), additional off-site mitigation to address permanent impacts to waters of the U.S. is not anticipated.

#### 3.13.I.6. RWQCB Individual Water Quality Certification Application

- a. EGP will prepare a CWA 401 WQC Application Package in compliance with Section 401 of the CWA. The Application Package which includes all information required by

RWQCB/SWRCB to be deemed a complete application. Please note that RWQCB will require payment of filing fees prior to issuing the Water Quality Certification for the Project. Payment of fees is to be completed by the Applicant and the cost of dredge and fill fees is not included in costs provided for this scope of work. Should the Project result in impacts to waters of the State, but not waters of the U.S., EGP will prepare a Waste Discharge Requirements application pursuant to the Porter-Cologne Water Quality Control Act in lieu of the 401 WQC Application.

3.13.I.7. CDFW California Fish and Game Code Section 1602 Streambed Alteration Agreement Notification

- a. EGP will prepare a Lake or Streambed Alteration Agreement (LSAA) application package in compliance with Section 1602 of the California Fish and Game Code. The LSAA application package will be submitted using CDFW's online Environmental Permit Information Management System (EPIMS). To begin the permit preparation process, the Applicant will be responsible for creating the Project in EPIMS and providing EGP access to the Project through EPIMS. EGP will support the Applicant in this process, as needed. The LSAA application package will include all information required by CDFW to be deemed a complete application. Please note that CDFW will require payment of filing fees prior to beginning review of the LSAA application. Payment of fees is to be completed by the Applicant and the cost of application fees is not included in the costs provided for this scope of work.

3.13.I.8. Deliverables

- a. CWA Section 404 Permit Package (1 electronic copy PDF)
- b. CWA Section 401 (or Waste Discharge Requirements) (1 electronic copy PDF)
- c. SAA Certification Permit Package with updated CMP/HMMP (1 electronic copy PDF)

3.13.I.9. Assumptions

- a. As part of the pre-application meetings task, EGP will attend two virtual meetings: (1) a teleconference with the project team to strategize regarding the project approach to be presented to the regulatory agencies; and (2) a pre-application teleconference meeting with CDFW, USACE, and RWQCB staff to discuss project impacts and mitigation that may be required. Additionally, this task includes up to three additional 1-hour teleconferences with the Project team and/or regulatory agency staff.
- b. Compensatory mitigation for permanent impacts to aquatic resources will be consistent with that in the approved DBESP and CMP and no additional off-site mitigation beyond that already approved for the overall Project will be required.
- c. Estimated permit fees have been included in cost proposal and actual cost will be expensed to the project.
- d. RCTC will provide any data from the original project (Shapefiles, CADD, etc.) as needed to complete permit applications.
- e. Permitting for this segment of the Project will qualify for NWP 14 and will not require an Individual CWA Section 401 Permit. Additional fees may be required to prepare an Individual Section 401 Permit Application, as this requires more detailed project information, including a Section 404(b)(1) Alternatives Analysis.



- f. Salt Creek Channel is still considered a water of the U.S. pursuant to the Sackett ruling and is subject to USACE jurisdiction.

**Task 3.14**      **Public Outreach (Arellano Associates)**  
**3.14.A**            **Design Phase**

3.14.A.1. Team Coordination & Administration

- a. Participate in the kick-off meeting for the project and will collaborate and participate in project team meetings as directed.
- b. Hold internal team meetings to ensure quality and accuracy of deliverables.
- c. Review monthly invoices and draft progress reports, as necessary.

3.14.A.2. Public Outreach Plan (POP)

- a. At the onset of the contract, Arellano Associates (AA) will develop a POP to serve as the blueprint for defining the expected components and managing the execution of the outreach program, including public engagement activities, communication materials and tools, implementation strategy, schedule, documentation approach, and other considerations based on observed needs and input from the City. Each component will ensure consistent communication with the public and stakeholders that will be used to create project awareness and understanding. Separate outreach work plans will also be developed to help refine the approach for major project milestones as necessary, including environmental approval, 65% design, 100% design, pre-construction, and construction.
- b. Draft and Final Public Outreach Plan

3.14.A.3. Project Meeting Attendance

- a. Project Development Team (PDT)
  - i. AA staff will collaborate and participate in regular PDT meetings to provide status reports and review ongoing public outreach tasks. Monthly meetings throughout the life of the project are expected with the project development team, including pertinent RCTC, Caltrans, County of Riverside, USACE, City, and consultant staff.
- b. Bi-Weekly Team Meetings
  - i. Separate Jacobs led meetings are also anticipated bi-weekly up to construction to focus on project scope, schedule, and current progress. These meetings will include the project consultant staff and the project team.
- c. Construction Meetings
  - i. Once construction begins, AA will attend bi-weekly construction meetings to understand project progress and upcoming closures, detours and impacts to stakeholders. In turn, AA staff will also share any important information received via the project communication channels from the public with the project team and contractors.
- d. Outreach Coordination w/ RCTC

- i. AA will host check-in meetings with RCTC's public affairs team to update them on deliverables, discuss upcoming campaigns, and review outreach engagement results. These meetings will start off monthly and then increase to bi-weekly or weekly during construction.

#### 3.14.A.4. Stakeholder Database

- a. The database will be maintained using a Microsoft Excel SharePoint file with RCTC and project team access.
- b. Draft contact database
- c. Maintain and update contact database.

#### 3.14.A.5. Collateral Materials

- a. AA will develop a project fact sheet that includes a project overview, timeline, contact information and project benefits.
- b. Additional materials for the design phase will include e-blast templates, social media graphic templates, meeting display boards, a PowerPoint presentation, and a frequently-asked-questions (FAQ) for the website.
- c. AA will work in collaboration with the project team and RCTC to develop these materials and ensure the messaging is consistent and accurate.
- d. All materials will be designed for use in conjunction with the full scope of public outreach activities and will be updated as needed through project phases.
- e. Materials will be developed in digital and hard copy (as needed) formats and made available as necessary on the project webpage. Our in-house bilingual staff can also develop these materials in Spanish, if needed.
- f. Deliverables
  - i. Development of project fact sheet
  - ii. Creation of e-blast templates and social media graphics
  - iii. Design of PowerPoint presentations and display boards
  - iv. Development of a project FAQ document
  - v. Translation to Spanish (as needed)
  - vi. Updates to materials as necessary throughout project phases

#### 3.14.A.6. Key Messaging

- a. AA will develop key messages and project branding with support from the Jacobs team and RCTC staff.
- b. The key messages will provide consistency to all project materials and offer talking points for staff use during presentations, discussions, and to respond to questions about the project.

- c. Project branding will ensure a cohesive look for all collateral materials to promote project identity and will follow the RCTC branding guidelines.

#### 3.14.A.7. Communication Tools

##### a. Email & Helpline

- i. Coordinate with RCTC to identify a dedicated email address and purchase a helpline phone number to serve as public resources for contacting the project team. This information would be featured on all public-facing communication materials. AA will assist with the development of draft responses, tracking response status, and document stakeholder inquiries and follow up actions. Stakeholder communication will be tracked on a communications log. In addition to receiving emails, AA can develop e-blast notifications to disseminate project information via Constant Contact or a similar service.

##### b. Social Media

- i. Social networks are one of today's natural communication tools for an increasingly online/mobile community. Social networking will be an integral piece for any stakeholder outreach and provides for many innovative options to reach the public including video, live streaming meetings and events, polling, and other approaches. A social media calendar, with suggested content and dates, will be developed to coordinate posts on the project's Facebook, X, and Instagram accounts, and RCTC's NextDoor account.

##### c. Video & Photography

- i. AA provides both in-house and outside photo and video expertise. We can deliver high-quality video and photography efficiently and effectively for all project phases as needed. Our team can work to develop storyboards for and include various elements such as English and Spanish voiceovers, text captioning, interviews with elected officials, and animation for various project videos. AA can provide professional quality photos including drone photography and 360-degree photos. Our drone pilots can also take project flyover videos and b-roll footage to be used in project videos.

##### d. Website

- i. AA will assist RCTC in developing and maintaining website content, graphics and materials needed to support a project webpage. The project webpage would serve as a public portal to all project information, including but not limited to background documents, collateral materials, schedules, presentations, upcoming closures and detours, and links.
- ii. AA can also assist with website updates regarding upcoming project closures and detour information as needed.

##### e. Construction Updates

- i. AA will take the information gathered at construction progress meetings and draft bi-weekly construction updates to notify stakeholders of upcoming closures and suggested detour routes. AA staff will deploy the construction updates through

Constant Contact using the project specific email address. AA will provide RCTC with a PDF version of the final construction updates for website posting.

- f. Construction Notification Fliers
  - i. For high impact closures, AA will develop construction notification fliers focused on the closure details, impacts, detours, and motorist tips. These special construction alerts will be distributed via Walking Man to affected properties and residents in advance of major closures or impactful construction activities.
- g. Deliverables
  - i. Coordination of dedicated project email and helpline
  - ii. Development of social media calendar
  - iii. Delivery of high-quality videos and photos
  - iv. Coordinate website updates.
  - v. Development and dissemination of bi-weekly construction updates and construction notification fliers

#### 3.14.A.8. Communications Log

- a. AA will maintain communication with local stakeholders via emails, social media, telephone calls, and door-to-door canvassing, as directed by RCTC and the project team. AA staff will respond to public inquiries received via the website, email, social media, helpline, telephone or in person, following protocol established by the RCTC and project team. Our staff will research inquiry details and respond promptly and professionally. A log of comments, inquiries and responses will be maintained using an Excel SharePoint with RCTC and project team access. The communications log will include all pertinent information including date, name, comment/inquiry, response, email, phone number, address, and notes. Contact information from inquiries will also be added to the stakeholder database for future communication. To help expedite the response time to general inquiries, AA will use the project key messages and FAQ as pre-approved responses for stakeholders.
- b. Deliverables
  - i. Develop, maintain, and share access to a communications log.

#### 3.14.A.9. Public Coordination Meetings

- a. AA staff are available to schedule, facilitate, develop, and staff up to ten public coordination meetings with community groups in Winchester, Hemet, San Jacinto, Temecula, and Murrieta. These public coordination meetings can accommodate Spanish translation and interpretation, as well as any necessary ADA requirements upon request to ensure effective communication between the project team and stakeholders. Our team can also lead these briefings and take detailed meeting minutes as needed. These public coordination meetings will provide important project information to stakeholders throughout the various project phases. AA suggests hosting one round of meetings in each city at the time of environmental approval/design commencement and a second

round during pre-construction when the project has a good idea of timelines and impacts for the construction phase.

- b. Deliverables
  - i. Scheduling and staffing of up to 10 public coordination meetings.
  - ii. Accommodation of Spanish translation and ADA requirements
  - iii. Facilitation of briefings and preparation of meeting minutes

3.14.A.10. Public Outreach Documentation

- a. Outreach activities conducted during each of these phases will also be documented in a summary report to capture all public engagement efforts and stakeholder feedback. Outreach logs will also be maintained throughout the life of the project to capture all stakeholder inquiries, outreach efforts, and other pertinent details.
- b. Deliverables
  - i. Community Engagement Summary Reports

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**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**[attached behind this page]**

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# RCTC - PS&E for SR 79 Realignment Package 1

ID	Task Name	Duration	Start	Finish	Predecessors	4	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	3Q28	4Q28	1Q29	2Q29	3Q29	4Q29	1Q30	2Q30	3Q30	4Q30	1												
						D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J
1	<b>RCTC - PS&amp;E for SR 79 Realignment Package 1</b>	<b>1448 days</b>	<b>Thu 1/2/25</b>	<b>Fri 8/30/30</b>			[Gantt bar for RCTC - PS&E for SR 79 Realignment Package 1]																																				
2	<b>Project Management and Coordination</b>	<b>1448 days</b>	<b>Thu 1/2/25</b>	<b>Fri 8/30/30</b>			[Gantt bar for Project Management and Coordination]																																				
3	Notice to Proceed	0 days	Thu 1/2/25	Thu 1/2/25			[Gantt bar for Notice to Proceed]																																				
4	Project Management/Administration/Coordination	1447 days	Fri 1/3/25	Fri 8/30/30 3FS+1 day			[Gantt bar for Project Management/Administration/Coordination]																																				
5	Agency Coordination	1447 days	Fri 1/3/25	Fri 8/30/30 3FS+1 day			[Gantt bar for Agency Coordination]																																				
6																																											
7	<b>Plans, Specifications, and Estimate (PS&amp;E) Design Phase</b>	<b>601 days</b>	<b>Fri 1/3/25</b>	<b>Fri 5/7/27</b>			[Gantt bar for Plans, Specifications, and Estimate (PS&E) Design Phase]																																				
8	<b>Site Investigation, Data Collection &amp; Record Research</b>	<b>95 days</b>	<b>Fri 1/3/25</b>	<b>Thu 5/15/25</b>			[Gantt bar for Site Investigation, Data Collection & Record Research]																																				
9	Review & Verify Control and Base Data	80 days	Fri 1/3/25	Thu 4/24/25 3FS+1 day			[Gantt bar for Review & Verify Control and Base Data]																																				
10	Encroachment Permits	60 days	Fri 1/3/25	Thu 3/27/25 3FS+1 day			[Gantt bar for Encroachment Permits]																																				
11	Site Survey & Prepare Base Mapping	95 days	Fri 1/3/25	Thu 5/15/25 3FS+1 day			[Gantt bar for Site Survey & Prepare Base Mapping]																																				
12	Geotechnical and Infiltration Testing	45 days	Fri 1/3/25	Thu 3/6/25 3FS+1 day			[Gantt bar for Geotechnical and Infiltration Testing]																																				
13	Hazardous Waste Initial Site Assessment	55 days	Fri 1/3/25	Thu 3/20/25 3FS+1 day			[Gantt bar for Hazardous Waste Initial Site Assessment]																																				
14	<b>Environmental Coordination &amp; Permitting</b>	<b>500 days</b>	<b>Fri 3/28/25</b>	<b>Thu 3/11/27 10</b>			[Gantt bar for Environmental Coordination & Permitting]																																				
15	<b>Bridge Type Selection</b>	<b>95 days</b>	<b>Thu 3/13/25</b>	<b>Thu 7/24/25</b>			[Gantt bar for Bridge Type Selection]																																				
16	Prepare Type Selection Report (TSR)	45 days	Thu 3/13/25	Wed 5/14/25 3FS+50 days			[Gantt bar for Prepare Type Selection Report (TSR)]																																				
17	Prepare Preliminary Foundation and Hydraulic Report (PFR & PHR)	45 days	Thu 3/13/25	Wed 5/14/25 3FS+50 days			[Gantt bar for Prepare Preliminary Foundation and Hydraulic Report (PFR & PHR)]																																				
18	Quality Control Review & Submittal	10 days	Thu 5/15/25	Wed 5/28/25 16			[Gantt bar for Quality Control Review & Submittal]																																				
19	Agency Review of TSR, PFR & PHR	20 days	Thu 5/29/25	Wed 6/25/25 18			[Gantt bar for Agency Review of TSR, PFR & PHR]																																				
20	Conduct Type Selection Meeting	1 day	Thu 6/12/25	Thu 6/12/25 19SS+10 days			[Gantt bar for Conduct Type Selection Meeting]																																				
21	Update TSR	10 days	Thu 6/26/25	Thu 7/10/25 19			[Gantt bar for Update TSR]																																				
22	Agency Reviews & Approval	10 days	Fri 7/11/25	Thu 7/24/25 21			[Gantt bar for Agency Reviews & Approval]																																				
23	<b>35% Design Submittal</b>	<b>110 days</b>	<b>Fri 1/3/25</b>	<b>Thu 6/5/25</b>			[Gantt bar for 35% Design Submittal]																																				
24	Prepare 35% Design Plans	80 days	Fri 1/3/25	Thu 4/24/25 3FS+1 day			[Gantt bar for Prepare 35% Design Plans]																																				
25	Utility - Coordination, Development of Conflict Maps and Matrix, Potholing	80 days	Fri 1/3/25	Thu 4/24/25 3FS+1 day			[Gantt bar for Utility - Coordination, Development of Conflict Maps and Matrix, Potholing]																																				

Project: RCTC SR 79 Realignment Pkg  
Date: October 2024

## RCTC - PS&E for SR 79 Realignment Package 1

ID	Task Name	Duration	Start	Finish	Predecessors	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	3Q27	4Q27	1Q28	2Q28	3Q28	4Q28	1Q29	2Q29	3Q29	4Q29	1Q30	2Q30	3Q30	4Q30	1Q31							
						D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J
26	Quality Control Review & Submittal	10 days	Fri 4/25/25	Thu 5/8/25	24																																
27	Agency Reviews	20 days	Fri 5/9/25	Thu 6/5/25	26																																
28	<b>Bridge Unchecked Details 60% Plans</b>	<b>110 days</b>	<b>Fri 7/25/25</b>	<b>Tue 12/30/25</b>																																	
29	Prepare Unchecked Details	80 days	Fri 7/25/25	Fri 11/14/25	22																																
30	Prepare Draft Foundation and Hydraulic Report	80 days	Fri 7/25/25	Fri 11/14/25	22																																
31	Quality Control Review & Submittal	10 days	Mon 11/17/25	Mon 12/1/25	30																																
32	Agency Reviews	20 days	Tue 12/2/25	Tue 12/30/25	31																																
33	<b>60% Design Submittal</b>	<b>125 days</b>	<b>Fri 6/6/25</b>	<b>Tue 12/2/25</b>																																	
34	Review Comments and Conduct Comment Resolution Meeting with Agencies	5 days	Fri 6/6/25	Thu 6/12/25	27																																
35	Prepare 60% PS&E Package	80 days	Fri 6/6/25	Fri 9/26/25	27																																
36	Prepare Draft Reports (TMP, Drainage, Geotechnical Design, LID BMP)	80 days	Fri 6/6/25	Fri 9/26/25	27																																
37	Utility - Coordination, Update of Conflict Maps and Matrix	80 days	Fri 6/6/25	Fri 9/26/25	27																																
38	ROW - Coordination, Prepare Drawings, and Legal and Plats	40 days	Mon 7/7/25	Fri 8/29/25	27SS+40 days																																
39	Constructability Review	25 days	Mon 9/29/25	Fri 10/31/25	35																																
40	Quality Control Review	25 days	Mon 9/29/25	Fri 10/31/25	35																																
41	Agency Reviews	20 days	Mon 11/3/25	Tue 12/2/25	40																																
42	<b>95% Design Submittal (including Bridge)</b>	<b>191 days</b>	<b>Mon 11/17/25</b>	<b>Thu 8/13/26</b>																																	
43	Review Comments and Conduct Comment Resolution Meeting with Agencies	5 days	Wed 12/3/25	Tue 12/9/25	41																																
44	Prepare 90% PS&E Package	130 days	Wed 12/3/25	Thu 6/4/26	41																																
45	Prepare Bridge Initial PS&E	70 days	Wed 12/31/25	Wed 4/8/26	32																																
46	Update Draft Reports (TMP, Drainage, Geotechnical Design, LID BMP, Foundation, Hydraulic)	130 days	Wed 12/3/25	Thu 6/4/26	41																																
47	Bridge Independent Check	100 days	Mon 11/17/25	Wed 4/8/26	29																																
48	Utility - Coordination, Update of Conflict Maps and Matrix	100 days	Wed 12/3/25	Thu 4/23/26	41																																

Project: RCTC SR 79 Realignment Pkg  
Date: October 2024





**EXHIBIT "C"**  
**COMPENSATION PROVISIONS**

**[attached behind this page]**

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**EXHIBIT "C"**

**COMPENSATION SUMMARY<sup>1</sup>**

FIRM	PROJECT TASKS/ROLE	COST
<b><i>Prime Consultant:</i></b>		
Jacobs Engineering	PS&E Services	\$ 9,108,245.00
<b><i>Sub Consultants:</i></b>		
Applied Earthworks	Cultural/Paleontology/Archaeology	74,104.00
Arellano	Public Outreach	854,238.00
Coast Surveying	ROW/Survey	309,798.00
EGP	Environmental	110,411.00
FPL	Roadway/Stage Construction/Traffic Signal	1,137,208.00
Tatsumi	Structures, Utilities, Specifications	531,358.00
TranSystems	Planting and Irrigation	1,251,038.00
<b>TOTAL COSTS</b>		<b>\$ 13,376,400.00</b>

<sup>1</sup> Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.

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**EXHIBIT "D"**

**FEDERAL DEPARTMENT OF TRANSPORTATION  
FHWA AND CALTRANS REQUIREMENTS**

**[attached behind this page]**

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## 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 22%. 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. COMMERCIALY 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. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to local administering agencies.

C. For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, 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.

**EXHIBIT "E"**

**CONSULTANT DBE COMMITMENT**

**[attached behind this page]**

**DRAFT**



**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

<b>1. Type of Federal Action:</b>		<b>2. Status of Federal Action:</b>		<b>3. Report Type:</b>	
<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
<input type="checkbox"/> a. bid/offer/application	<input type="checkbox"/> b. initial award	<input type="checkbox"/> c. post-award		<input type="checkbox"/> a. initial	
			<input type="checkbox"/> b. material change		
			<b>For Material Change Only:</b>		
			year _____ quarter _____		
			date of last report _____		
<b>4. Name and Address of Reporting Entity</b>			<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>		
<input type="checkbox"/> Prime	<input type="checkbox"/> Subawardee		Tier _____, if known		
Congressional District, if known _____			Congressional District, if known _____		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>		
			CFDA Number, if applicable _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>		
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)			<b>11. Individuals Performing Services</b> (including address if different from No. 10) (last name, first name, MI)		
(attach Continuation Sheet(s) if necessary)					
<b>12. Amount of Payment (check all that apply)</b>			<b>14. Type of Payment (check all that apply)</b>		
\$ _____	<input type="checkbox"/> actual	<input type="checkbox"/> planned	<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 _____	
<b>13. Form of Payment (check all that apply):</b>					
<input type="checkbox"/>	a. cash				
<input type="checkbox"/>	b. in-kind; specify: nature _____				
	Value _____				
<b>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:</b>					
(attach Continuation Sheet(s) if necessary)					
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>					
<b>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.</b>			Signature: _____		
			Print Name: <u>Hany Haroun, PE</u>		
			Title: <u>Vice President</u>		
			Telephone No.: <u>619.272.7261</u> Date: <u>10/1/2024</u>		
Authorized for Local Reproduction Standard Form - LLL					
<b>Federal Use Only:</b>					

Standard Form LLL Rev. 04-28-06

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**RCTC Agreement No. 24-72-075-00**

**COOPERATIVE AGREEMENT  
BETWEEN  
THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
AND  
THE COUNTY OF RIVERSIDE  
THROUGH THE COUNTY OF RIVERSIDE TRANSPORTATION AND LAND  
MANAGEMENT AGENCY**

**FOR SR-79 SEGMENT 3 MODIFIED PROJECT - CONSTRUCTION CONTRACT 1**

This Cooperative Agreement ("Cooperative Agreement") is made and entered into this 08 day of October, 2024 ("Effective Date") by and between the Riverside County Transportation Commission ("RCTC") and the County of Riverside, a political subdivision of the State of California, through the County of Riverside Transportation and Land Management Agency ("County"). RCTC and the County are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

**RECITALS**

WHEREAS, RCTC is undertaking the State Route 79 Realignment Project in Riverside County ("SR-79 Realignment").

WHEREAS, RCTC, in cooperation with the Federal Highway Administration ("FHWA"), the California Department of Transportation ("Caltrans") and the County, as part of the SR-79 Realignment proposes to build a portion of the project in unincorporated Riverside County, which is referred to in this Cooperative Agreement as the "Project".

WHEREAS, the Project will include: the construction of two mix flow lanes in both directions from approximately 0.35 miles south of East Newport Road to Simpson Road. This design will have a 14-foot median and 10-foot outside paved shoulders, and include traffic signals, drainage facilities, and overcrossings. The Project is further described and depicted in Exhibit "A" attached to this Cooperative Agreement and incorporated herein by reference.

WHEREAS, the Project is sometimes referred to by the Parties as the SR-79 Segment 3 Modified Project - Construction Contract 1.

WHEREAS, it is the intent of the Parties to enter into this Cooperative Agreement to establish and coordinate the responsibilities of the Parties with respect to the Project, establish certain opportunities for cooperation and coordination and set forth various responsibilities of the Parties all as further set forth herein.

WHEREAS, the Parties acknowledge that RCTC has or shall fully comply with the California Environmental Quality Act (CEQA) and all other applicable laws, as a

precondition to construction of the Project.

WHEREAS, RCTC intends, pursuant to a public bidding process in accordance with State law, to select a construction contractor to complete the Project ("Contractor").

WHEREAS, because the Project, if constructed, may impact County owned and/or maintained facilities, coordination between the Parties prior to and during construction of the Project is crucial to provide for mitigation of potential impacts that construction may have on the County, and to ensure that improvements within the County comply with applicable standards.

WHEREAS, the Project includes the following components:

- Plans, Specifications, and Estimate (PS&E)
- Right of Way Acquisition and Utility Relocation
- Construction
- Acceptance by the County for Operation and Maintenance of Improvements within County's Jurisdiction

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the County as follows:

### TERMS

1. Definitions. In addition to the definitions set forth in the recitals above, the following terms shall have the meanings as set forth below.

1.1 As used in this Cooperative Agreement, the term "County's Jurisdiction" shall mean and refer to the areas within the Project limits either owned and/or maintained by the County. As used herein, the term "County's Jurisdiction" expressly excludes the State highway right of way.

1.2 As used in this Cooperative Agreement, the term "County Standards" shall mean and refer to the County's standard plans, specifications, policies, guidelines, and ordinances, design criteria, construction details, and testing/inspection requirements, and amendments and supplements thereto, for work within the County's Jurisdiction, approved by the County and in effect prior to approval of the 60% complete PS&E package.

2. Term. This Cooperative Agreement shall be effective as of the Effective Date, and shall continue in effect until the Project is accepted by the County as referenced in Sections 4.16 and 5.6, unless otherwise terminated as specified in this Cooperative Agreement ("Term").

3. Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public, and the County commits to support the Project.

4. Obligations of the County. If consistent with all applicable local, state and federal laws and regulations, the County agrees as follows:

4.1 The County shall provide a County oversight engineer to oversee the work during plan preparation and construction, at its own cost.

4.2 The County shall timely review design plans for the Project, and provide any approvals or comments within thirty (30) days of receipt of the plans. If the County fails to provide any comments or its approval within said time period, RCTC shall provide notice to the Transportation Director of the County that the design plans shall be deemed approved by the County if no comments are received within an additional fifteen (15) days.

4.3 The County will be provided an opportunity to be involved in the process of selecting Project consultants in compliance with all applicable local, state and federal laws.

4.4 The County shall not directly or indirectly encourage any third parties to object, oppose, delay, frustrate, or disrupt the full and complete design, analysis, consideration, potential approval, or implementation of the Project. Such obligation shall extend both to RCTC's processes regarding the Project, but also to any other federal, state, or local review or permitting processes.

4.5 The County shall not request any mitigation measures, conditions or exactions that are disproportionate to the Project impacts or that lack a nexus to the Project impacts, as reasonably determined by RCTC.

4.6 The County shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.

4.7 The County shall timely process the required encroachment permits to cover the Contractor's work on the Project within the County right of way. Encroachment permits shall be processed in no more than five (5) working days after receipt of a complete encroachment permit application from Contractor. The County shall not issue any encroachment permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Project, without first coordinating the same with the Contractor and RCTC. All required encroachment permits to be issued by County shall be issued in the name of RCTC.

4.8 The County shall permit ingress to and egress from the Project from County-maintained roads.

The County shall have appropriate representatives regularly attend meetings of the Contractor's task forces formed for public information, traffic management and

detours, local street construction, and related construction work impacting the County, and shall provide input at such meetings related to Project work that may impact County residents.

4.9 The County shall waive any and all charges and fees related to plan review and inspections for the Project.

4.10 The County shall waive any street trenching restrictions/moratoriums currently in place within the County limits as respect to the Project work, and shall waive any other local requirements that prohibit or interfere with construction of the Project.

4.11 The County shall timely, so as not to delay the Project, review, approve, and execute any necessary agreements or amendments to agreements with RCTC, Caltrans and/or the Contractor related to the Project work or any Project facilities within the County's Jurisdiction.

4.12 The County shall relocate any County-owned utility that interferes with the Project.

4.13 The County shall not approve, without advance written notification to and consultation with RCTC, any land use plans, new projects or developments within its jurisdiction that are inconsistent with, may impact or that interfere with the Project.

4.14 The County shall not allow any encroachment within the County's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

4.15 The County shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Project.

4.16 Following completion of the Project work within the County's Jurisdiction and prior to final acceptance thereof, the County shall timely review and provide approval of the work or identify any punch list work within fifteen (15) days from the written request for the final inspection. The County shall assume responsibility of the Project facilities completed within the County's Jurisdiction upon acceptance of the work, and shall be solely responsible and liable for the operation, maintenance and use of, including all subsequent public use of, the Project, at no cost or expense to RCTC.

4.17 The County will make its best efforts to perform all obligations of the County related to the Project in such a manner as to allow the Project to progress as scheduled.

5. Obligations of RCTC

5.1 RCTC shall be responsible for providing all services to complete the Project, or as reasonably necessary for Project completion. RCTC shall be responsible for the process of selecting Project consultants and the Contractor in compliance with all applicable local, state and federal laws. RCTC shall be responsible for obtaining all applicable environmental clearances and permits necessary to complete the Project, and for acquiring all right of way as further detailed in Article 6.

5.2 RCTC shall incorporate the County Standards for work within the County's Jurisdiction into the design, and shall require that improvements within the County's Jurisdiction be completed pursuant to such standards.

5.3 RCTC shall provide the County an opportunity to review and approve all design documents for the Project.

5.4 RCTC shall provide the County an opportunity to inspect the Project work during construction.

5.5 In the event the County and RCTC are in disagreement with a design standard or construction method, County's standards shall prevail for work within the County's Jurisdiction.

5.6 As between RCTC and the County, RCTC and its consultants shall be responsible for construction inspection of the Project work to ensure conformance with the construction contract. RCTC shall allow County staff access to the Project site, upon reasonable notice, to perform observation of any Project improvements. County inspectors shall communicate any construction deficiencies during construction, including a final punch list, to RCTC for completion. County has the final authority to accept the improvements.

5.7 RCTC shall assign all warranties for the Contractor work to the County upon County's acceptance of the Project.

5.8 RCTC shall require its Contractor to obtain all required permits and approvals for all Project work including encroachment permits from County for construction of any Project work within the County's Jurisdiction.

5.9 RCTC shall include, in its contract with the Contractor, a requirement that the Contractor include the County as an additional insured and as an indemnified party under said agreement.

5.10 As between the RCTC and the County, RCTC shall be responsible for design, reviews, approvals, and inspection of the Project work within the County's Jurisdiction to ensure conformance with the County Standards during completion of the Project design, selection of the Contractor, and during Project construction and maintenance periods.

5.11 Except in the case of an unforeseen circumstance, RCTC shall require its Contractor to provide at least a fifteen (15) day notification to County prior to any full or partial closure of any streets within County's Jurisdiction exceeding one (1) day in duration. Short term closures less than one (1) day in duration shall require forty eight (48) hours prior notice.

5.12 RCTC will institute a public outreach campaign to keep emergency responders, School District transportation departments, transit operators, the residents of the County and the general public apprised of the Project work, and any street closures and other impacts to use of the County right of way that may result from the Project. In addition, RCTC shall develop and maintain a written Emergency Response plan that includes emergency contact information for RCTC's Contractor, County of Riverside, City of Hemet, emergency responders and Contractor personnel that would be expected to respond to an emergency situation.

5.13 RCTC shall provide to County as-built plans for Project work within County's Jurisdiction within 120 days of Notice of Completion.

## 6. RCTC Right of Way Obligations.

6.1 RCTC is responsible for all right of way work for the Project except as expressly set forth in this Cooperative Agreement.

6.2 RCTC will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project or that violate County's encroachment policy.

6.3 RCTC will provide County a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for County's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

6.4 RCTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

6.5 Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA lead agency for the Project.

6.6 RCTC will utilize a properly licensed consultant for all right-of-way activities. RCTC shall provide the County with copies of appraisal reports and acquisition documents upon request. RCTC will submit a draft Right-of-Way Certification to County prior to the scheduled Right-of-Way Certification milestone date for review. RCTC will

submit a final Right-of-Way Certification to the County for approval prior to the advertising the construction contract. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

6.7 RCTC shall be the lead agency on eminent domain activities, if required for the Project.

6.8 Title to any property to be transferred to County by RCTC shall be free of all encumbrances and liens, except as to those items which County agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide County with a policy of title insurance in County's name.

7. Dispute Resolution; Legal Disputes. Unless otherwise specified herein, the Parties shall comply with the following procedure in the case of a dispute, claim or controversy arising under or in relation to this Cooperative Agreement.

7.1 *Submission to RCTC Executive Director and Transportation Director.* The dispute shall be referred for negotiation to the RCTC Executive Director and the Director of the County Transportation Department ("Transportation Director"). The RCTC Executive Director and the Transportation Director agree to undertake good faith attempts to resolve said dispute, claim or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

7.2 If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the Transportation Director, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity, including specific performance as set forth in Section 8.1.

7.3 To the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is completed.

8. Specific Performance.

8.1 The Parties agree that irreparable damage would occur in the event that any of the provisions of this Cooperative Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, each of the Parties, in addition to any other available remedy in law or in equity, shall be entitled to specific performance of the terms hereof, including the issuance of an injunction or injunctions as a remedy for any such breach, to prevent breaches of this Cooperative Agreement and to enforce specifically the terms and provisions of this Cooperative Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the

Parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief. Notwithstanding anything to the contrary contained in this Cooperative Agreement, should RCTC obtain County's specific performance, County shall not have to reimburse RCTC pursuant to Section 16 of this Cooperative Agreement. Should County have to reimburse RCTC pursuant to Section 16 of this Cooperative Agreement, RCTC shall not be entitled to County's specific performance.

8.2 Prior to either Party instituting an action for specific performance, the Parties shall comply with the dispute resolution process set forth above in Section 7.1, and consistent with Section 7.3, to the extent legally permissible, the Parties agree not to take any action related to the dispute that would negatively impact the Project until the dispute resolution process is completed.

9. Indemnification.

9.1 RCTC shall indemnify, defend and hold the County, its directors, officials, officers, employees, agents, consultants and contractors 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 negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.2 The County shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors 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 negligent acts, omissions or breach of law, or willful misconduct of the County, its officials, officers, employees, agents, consultants or contractors in the performance of the County's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys' fees.

9.3 The indemnification provisions set forth in this Section 9 shall survive any expiration or termination of this Cooperative Agreement.

10. Disclaimer. In no event shall either Party be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the Contractor, as applicable, and the Parties expressly disclaim any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

11. Force Majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties;



acts of God; acts of the public enemy; pandemics; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; laws or regulations that govern either Party; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

12. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

13. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

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

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

16. Termination; Repayment Obligation.

16.1 Both RCTC and the County shall have the right, with or without cause, to terminate this Cooperative Agreement, by giving thirty (30) calendar days written notice to the other Party, specifying the date of termination, provided that in the case of a termination for cause, prior notice and opportunity to cure, as specified below, shall first be provided to the Party in breach by the non-breaching Party. Notwithstanding the foregoing, following commencement of construction of the Project, the County may only

terminate this Cooperative Agreement for cause, after providing RCTC notice of a material breach, and reasonable opportunity to cure, as specified below.

16.2 *County Termination for Convenience.* If the County terminates this Cooperative Agreement without cause, the County shall reimburse RCTC for its Project costs, including any Project termination costs, expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Upon repayment by County to RCTC in accordance with this section, all Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and re-paid by County shall become the sole property of County. The foregoing shall be provided subject to Section 10 of this Agreement. Except as set forth in Section 6.8, any property for the Project conveyed pursuant to this section shall be provided by RCTC "as is" and without warranty.

16.3 *RCTC Termination for Convenience.* In the case of a RCTC's termination for convenience, the County shall have no re-payment obligation whatsoever.

16.4 *County Termination for Cause.* If RCTC materially breaches this Cooperative Agreement in a manner that impedes the ability of the Project to proceed as planned, the County may terminate this Cooperative Agreement for cause, after providing RCTC notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 16.6 below. The County shall notify RCTC of such material breach within thirty (30) days of the date that the County became aware of or reasonably should have become aware of the breach. In the case of a termination for cause, the County shall have no re-payment obligation whatsoever. Prior to the County's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 7 above.

16.5 *RCTC Termination for Cause - Breach.* If the County refuses to issue permits for construction of the Project, takes any action in violation of the terms of this Cooperative Agreement that impedes the ability of the Project to proceed as planned, or fails to undertake its obligations under this Agreement, unless the County terminates for convenience as set forth above, RCTC may terminate this Cooperative Agreement for cause, after providing the County notice of such material breach and a reasonable opportunity to cure of at least sixty (60) days, subject to extension as set forth in Section 16.6 below, and the County shall reimburse RCTC for the Project costs expended following the Effective Date of this Cooperative Agreement through the effective date of termination. In such case, the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Prior to RCTC's termination for cause pursuant to this section, the Parties shall be required to undertake the dispute resolution process described in Section 7 above and RCTC shall be required to provide County with a cost estimate for the Project costs expended following the Effective Date of this Cooperative Agreement through the proposed effective date of termination. Upon repayment by County to RCTC in accordance with this section, all

Project documents (including but not limited to designs, studies, or plans), Project improvements, Project warranties, title to property for the Project, and any other deliverables or work paid by RCTC for the Project prior to the date of termination and repaid by County shall become the sole property of County. The foregoing shall be provided by RCTC subject to Section 10 of this Agreement. Except as set forth in Section 6.8, any property for the Project conveyed pursuant to this section shall be provided by RCTC “as is” and without warranty.

16.6 Cure Period Extensions. If the material breach identified by the non-breaching Party is not reasonably capable of cure within a sixty (60) day period following the non-breaching Party’s delivery of its notice of breach, then:

- The breaching Party shall, within thirty (30) days following receipt of the notice of breach, provide a written response to the non-breaching Party that (i) identifies the actions to be undertaken to cure the material breach (the “Cure Activities”) and (ii) identifies a schedule of performance for implementation and completion of the Cure Activities (the “Schedule”);
- The non-breaching Party shall review the proposed Cure Activities and Schedule for purposes of confirming the reasonableness thereof;
- At the request of the non-breaching Party, representatives of the Parties shall meet and confer for purposes of addressing any questions or concerns with respect to the Cure Activities and the Schedule;
- Upon confirming the reasonableness of the Cure Activities and Schedule (as may be adjusted to address concerns), the non-breaching Party shall grant an extension of the sixty (60) day cure period to correspond with the Schedule; and
- Provided that the breaching Party is diligently pursuing implementation of the Cure Activities in accordance with the Schedule, the breaching Party may request reasonable extensions of the Schedule, and the non-breaching Party shall not unreasonably withhold its consent to such requests.

The Parties shall continue to perform under this Cooperative Agreement during the cure period. Any dispute regarding Cure Activities or Schedule shall be subject to the dispute resolution process described in Section 7 above.

16.7 If this Cooperative Agreement is terminated, RCTC shall, at RCTC’s expense, return the Project right-of-way to its original condition or to an acceptable safe and operable condition, as mutually agreed upon by the Parties.

16.8 The repayment obligation set forth in this Section 16 shall survive any expiration or termination of this Cooperative Agreement.

17. Predetermination. Nothing in this Cooperative Agreement is intended by the Parties nor should be interpreted as predetermining any decisions or approvals by either Party's boards or commissions.

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

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

20. Relationship of the Parties. RCTC is, for purposes relating to this Cooperative Agreement, an independent contractor of County and shall not be deemed an employee of County. It is expressly understood and agreed that RCTC (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including, but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the Parties and RCTC shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Cooperative Agreement.

21. Delivery of Notices. All notices permitted or required under this Cooperative 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:

**COUNTY:**  
Riverside Transportation and  
Land Management Agency  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Attn: Director of Transportation

**COMMISSION:**  
Riverside County  
Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501  
Attn: Executive Director

Such notice shall be deemed made when personally delivered, electronically delivered to the Directors above provided that receipt of such electronic delivery is confirmed to the sending Party by the receiving Party, 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.

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

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

agreements or understandings. All provisions of this Cooperative Agreement shall be interpreted and implemented in a manner consistent with all applicable laws and regulations that govern the Parties.

24. Counterparts; Electronic Signatures. This Cooperative Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Cooperative Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Cooperative Agreement. The parties further agree that the electronic signatures of the parties included in this Cooperative Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE  
TO  
COOPERATIVE AGREEMENT NO. 24-72-075-00**

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

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**COUNTY OF RIVERSIDE  
THROUGH THE COUNTY OF  
RIVERSIDE TRANSPORTATION AND  
LAND MANAGEMENT AGENCY**

By: \_\_\_\_\_  
Aaron Hake, Executive Director

Approved by the  
BOARD OF SUPERVISORS

By:   
CHUCK WASHINGTON  
Chairman of the Board

Approved as to Form:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
General Counsel

Recommended for Approval:

By:   
DENNIS ACUNA  
Director of Transportation

ATTEST:  
KIMBERLY RECTOR  
Clerk of the Board

By:   
Deputy  
(SEAL)

Approved as to Form:  
County Counsel

By:   
DANIELLE MALAND  
Deputy County Counsel

## **EXHIBIT "A"**

The proposed SR-79 Segment 3 Modified Project - Construction Contract 1 will construct two mix flow lanes in both directions from approximately 0.35 miles south of East Newport Road to Simpson Road. This design will have a 14-foot median and 10-foot outside paved shoulders, and include traffic signals, drainage facilities, and overcrossings.





**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**  
**AND THE**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**REGARDING**  
**SR-79 SEGMENT 3 MODIFIED PROJECT**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Western Riverside Council of Governments (“WRCOG”) and the Riverside County Transportation Commission (“RCTC”). WRCOG and RCTC are sometimes individually referred to herein as “Party” and collectively as the “Parties.”

**RECITALS**

- A. WRCOG is the administrator of the Transportation Uniform Mitigation Fee (“TUMF”) program in Western Riverside County.
- B. The TUMF program is a uniform mitigation fee imposed in western Riverside County to fund regional transportation facilities made necessary by new development within the region.
- C. Western Riverside County is further subdivided into five zones (Northwest, Southwest, Central, Pass, and Hemet/San Jacinto Program Zones) to address return to source and provide for greater local control.
- D. A Transportation Improvement Program (“TIP”) is adopted for each of the TUMF Program Zones.
- E. RCTC, in partnership with Caltrans, the County of Riverside, and the cities of San Jacinto and Hemet, proposes to realign State Route 79 between Simpson Road and Newport Road, in the Hemet/San Jacinto Program Zone (the “SR-79 Segment 3 Modified Project”) in unincorporated Riverside County. This is the first of three packages released for PS&E as part of the comprehensive SR-79 Realignment Project. See Exhibit A for the Scope of Work, Funding and Timetable and Exhibit B for the Project Location Map.
- F. The Hemet/San Jacinto Program Zone approved the allocation of \$35 million to the SR-79 Segment 3 Modified Project.
- G. The purpose of this MOU is to provide the terms and conditions by which WRCOG will distribute the monetary allocation to RCTC for the purpose of carrying out the SR-79 Segment 3 Modified Project.

## TERMS

1. Incorporation of Recitals. The Parties hereby affirm the facts set forth in the Recitals above and agree to the incorporation of the Recitals as though fully set forth herein.

2. Term. This MOU shall commence on the Effective Date and continue through \_\_\_\_\_, unless the MOU is amended by the Parties in writing, or if funding is withdrawn, or upon thirty (30) days' notice of termination by any Party, whichever occurs first. In the event of early termination of this MOU, RCTC shall return any unspent portion of the Zone Allocation, as defined in Section 3, to WRCOG for use in the Hemet/San Jacinto Program Zone.

3. Distribution of Zone Allocation.

(a) Distribution. WRCOG shall distribute Thirty-Five Million Dollars (\$35,000,000) (the "Zone Allocation") to RCTC on a biannual basis for a period of two (2) years. The first distribution of the Zone Allocation shall occur on January 1, 2025, and the second distribution shall occur on July 1, 2025. For the remaining year, distributions shall be made on January 1<sup>st</sup> and July 1<sup>st</sup>. The payment schedule may be altered upon approval of the Hemet/San Jacinto Program Zone Committee and the WRCOG Executive Committees. In addition, the Zone Allocation may also be altered if additional funding is available at a future date.

(b) Limitations on the Zone Allocation. RCTC understands and agrees that the Zone Allocation may only be spent on the SR-79 Segment 3 Modified Project as described in the Hemet/San Jacinto Zone TIP and for no other purposes. In addition, RCTC understands and agrees that the distribution of the Zone Allocation is contingent upon the availability of Hemet/San Jacinto Program Zone funding. In the event that Hemet/San Jacinto Program Zone funding is unavailable, the Zone Allocation will not be distributed pursuant to Section 3 of this MOU.

(c) Abandonment of Project/Unspent Funds. In the event that the SR-79 Segment 3 Modified Project is abandoned and any portion of the Zone Allocation distributed to RCTC is unspent, RCTC shall return the unspent portion of the Zone Allocation to WRCOG for use in the Hemet/San Jacinto Program Zone.

4. Indemnification.

(a) RCTC shall indemnify, defend, and hold WRCOG, its directors, officials, officers, employees, agents, consultants, and contractors 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 breach of contract, negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this MOU, including the payment of all reasonable attorney's fees.

(b) WRCOG shall indemnify, defend, and hold RCTC, its directors, officials, officers, employees, agents, consultants, and contractors 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 breach of contract, negligent acts, omissions or breach of law, or willful

misconduct of WRCOG, its officials, officers, employees, agents, consultants, or contractors arising out of performance under this MOU, including the payment of all reasonable attorney's fees.

(c) The indemnification provisions of this MOU shall survive termination of the MOU.

5. Miscellaneous.

(a) Authority to Enter 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.

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

To WRCOG: Western Riverside Council of Governments  
3390 University Avenue, Suite 200  
Riverside, CA 92501  
Attn: Executive Director

To RCTC: Riverside County Transportation Commission  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Executive Director

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

(c) 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.

(d) Construction; References; Captions. It being agreed that the Parties, or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

(e) Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all Parties.

(f) Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

(g) Assignment or Transfer. The Parties 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 other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.

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

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

(j) 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.

(k) Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed, and prosecuted in the appropriate California State Court in the County of Riverside, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

(l) Time is of the essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with diligence to complete all covenants and conditions.

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

(n) Entire Agreement. This Agreement contains the entire agreement between Parties and supersedes any prior oral or written statements or agreements between Parties regarding the limited subject matter stated within this Agreement.

(o) Electronically Transmitted Signature; 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**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS**  
**AND THE**  
**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**  
**REGARDING**  
**SR-79 SEGMENT 3 MODIFIED**  
**PROJECT**

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed as of the date first above written.

**WESTERN RIVERSIDE COUNCIL  
OF GOVERNMENTS**

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

By: \_\_\_\_\_

by: \_\_\_\_\_

Dr. Kurt Wilson, Executive Director

Aaron Hake, Executive Director

## EXHIBIT “A”

### SCOPE OF WORK, FUNDING AND TIMETABLE

**SCOPE OF WORK:** Commence and complete Plans, Specifications, and Estimates (PS&E) work and right of way acquisitions for the SR-79 Segment 3 Modified Project, 0.35 miles south of Newport Road to Simpson Road. The Project is the first of three packages released for PS&E as part of the comprehensive SR-79 Realignment Project (see Figure 2). The project proposes to add two lanes in each direction separated by a 14’ median buffer, outside shoulders, and a multipurpose trail. This roadway is a new corridor that will be a Riverside County Transportation and Land Management Agency (County of Riverside) expressway facility rather than a Caltrans facility as originally planned in the approved environmental document. The Project currently proposes an at grade design with a bridge over the Salt Creek Channel and Olive Avenue, and signalized intersections at each street crossing. The approved October 2016 EIR/EIS also proposes multiple wildlife crossings within this segment of the Project. The configuration of the wildlife crossing will be determined during the design effort. Intersections at Newport Road, Domenigoni Parkway, and Simpson Road are proposed to be upgraded for traffic signalization. This will be finalized by the updated traffic analysis.

**FUNDING:**

PHASE	WRCOG Zone Allocation (TUMF)	RCTC Local (TUMF Regional Arterial or Measure A)	TOTAL
PS&E	\$20,000,000	\$1,600,000	\$21,600,000
RIGHT OF WAY	\$15,000,000	\$27,000,000	\$42,000,000
<b>TOTAL</b>	<b>\$35,000,000</b>	<b>\$28,600,000</b>	<b>\$63,600,000</b>

**TIMETABLE:**

PHASE	START DATE	END DATE	COMMENTS
PS&E	08/01/2024	04/01/2027	
RIGHT OF WAY	01/25/2024	12/31/2040	Construction completion (subject to funding) = 2030. ROW closeout takes approximately 10 years after construction completion = 2040.

# EXHIBIT "B"

## PROJECT LOCATION MAP

SEGMENT 3 MODIFIED





# **AGENDA ITEM 8**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Andrew Sall, Senior Management Analyst – Legislative Affairs Tyler Madary, Legislative Affairs Manager
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	State and Federal Legislative Update

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Adopt the Commission’s 2025 State and Federal Legislative Platform; and
- 2) Receive and file a state and federal legislative update.

**BACKGROUND INFORMATION:**

**Draft 2025 State and Federal Legislative Platform**

Each year, the Commission updates and adopts a legislative platform that serves as a framework for the policy positions the Commission will take on pieces of legislation, regulations, and administrative policies. The platform addresses broad themes critical to the Commission in both Sacramento and Washington, D.C. and allows staff, Commissioners, and the Commission’s lobbyists to communicate in a timely, effective manner with state and federal agencies and elected officials as issues arise.

The proposed 2025 State and Federal Legislative Platform builds on previously adopted platforms, with minor changes from the 2024 version. Recommended changes include, but are not limited to:

- Simplifying and consolidating language where feasible;
- Eliminating or updating priorities that have either been addressed or are based on policies that are no longer in effect;
- Opposing state screening of transportation projects exclusively based on census tract data indicators;
- Supporting efforts to clarify the Commission’s role in implementing any initiative by the voters proposing to impose a sales tax using the Commission’s authorizing statutes;
- Supporting funding and flexibility in support of zero-emission transition requirements for transit operators;
- Supporting additional funding for transit and passenger rail safety;

- Supporting enforcement of RCTC’s rail rights and interests, such as on-time passenger rail service; and
- Supporting funding for Freeway Service Patrol and opposing legislative and regulatory efforts harmful to operations.

The proposed 2025 State and Federal Legislative Platform is attached, along with a copy that includes track changes to highlight additions and deletions from the 2024 version.

### **State Update**

On October 31, the California State Transportation Agency (CalSTA) unveiled draft updates to the Climate Action Plan for Transportation Infrastructure (CAPTI). As previously reported, CAPTI is a set of state guidelines borne out of executive orders by Governor Gavin Newsom in 2019 and 2020 to reduce greenhouse gas emissions in the transportation sector. As such, CAPTI outlines strategies for investing billions of dollars in state discretionary funding to meet state climate action goals with greater investments in bus, passenger rail, and active transportation projects, as well as zero-emission transitions.

Earlier this year, CalSTA determined it has accomplished the 34 actions spelled out in CAPTI and has since announced its intention to update CAPTI to “include new actions to further implement the existing CAPTI framework.” During public workshops in September, CalSTA unveiled potential draft actions with the intention of releasing final draft actions to CAPTI in November.

The full set of draft actions to CAPTI released on October 31 largely mirror the concepts shared publicly in September. Notable actions include:

- Updating Trade Corridor Enhancement Program (TCEP) guidelines to state that projects that mitigate their passenger vehicle miles traveled (VMT) impacts are more competitive for funding;
- Updating Solutions for Congested Corridors Program (SCCP) guidelines to require that all applications state that they are VMT neutral in order to compete in the program; and
- Codifying CAPTI Guiding Principles in statute to ensure continuation of CAPTI in future administrations.

Following the release of the Draft 2024 CAPTI Actions, the public has until December 13 to participate in the public comment process. RCTC attended a joint meeting between the California Air Resources Board, California Transportation Commission, and California Department of Housing and Community Development on November 7 to share initial feedback and concerns regarding how the Draft 2024 CAPTI Actions could negatively impact Riverside County residents and the ability to deliver necessary transportation improvements. RCTC will follow up with a formal comment letter to CalSTA. Per the direction of the Commission during the October meeting, public education efforts continue. CalSTA will consider feedback received during the public comment period in preparing their final CAPTI actions expected to be released in early 2025.

## **Federal Update**

Congressional negotiations continue to come to an agreement on the Fiscal Year (FY) 2025 appropriations package. The current three-month Continuing Resolution that is funding the federal government at FY 2024 levels is set to expire on December 20. Until a full Fiscal Year 2025 appropriations package is approved, RCTC's Community Project Funding/Congressionally Directed Spending requests for Fiscal Year 2025, including \$4 million for the 91 Eastbound Corridor Operations Project, \$3 million for the I-15 Express Lanes Project Southern Extension, and \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris are on hold and not funded. RCTC staff will continue to monitor the appropriations process and keep the Commission apprised of updates.

### **FISCAL IMPACT:**

This is a policy and information item. There is no fiscal impact.

#### Attachments:

- 1) Draft 2025 State and Federal Legislative Platform – Redline Version
- 2) Draft 2025 State and Federal Legislative Platform – Edits Accepted Version
- 3) Draft 2024 CAPTI Actions and Descriptions





**OBJECTIVE:** The 2025<sup>4</sup> State and Federal Legislative Platform serves as the framework that will guide Riverside County Transportation Commission's (RCTC or Commission) advocacy efforts for state and federal policy and funding decisions that enable the Commission to: implement Measure A, [the 2024 Traffic Relief Plan \(TRP\)](#), the Regional Transportation Plan (RTP), and [other](#) adopted plans and programs; comply with state and federal requirements; and provide greater mobility, equitable access, improved quality of [lifeliving](#), operational excellence, and economic vitality in Riverside County.

RCTC's State and Federal Legislative Platform offers positions on key policy issues which are likely to be the focus in the next legislative and congressional sessions.

### Equity and Fairness

- Ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies.
- State and federal funding should be distributed equitably to Riverside County. This includes core formula funding as well as supplemental distributions.
- Governance structures should ensure equitable representation and decision-making authority is provided to Riverside County.
- Policies should be developed and implemented with regional variance to limit disproportionate impacts on regions with fast-growing populations, including low-income and disadvantaged communities priced out of coastal urban centers.
- [Engage in policy discussions regarding the way public outreach and public meetings are conducted by public agencies.](#)
- [Support transportation projects and services that reconnect communities and/or expand access to jobs, educational opportunities, and vital services, regardless of transportation mode.](#)

### Regional Control

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.
- State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Oppose efforts by non-elected, regulatory bodies and non-transportation interests to assert control over transportation funding and decision-making.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on single modes of transportation that would disadvantage regional mobility, and lack of distinction between urban, suburban, and rural needs.
- State and federal authority related to planning, programming, funding, clearing, or managing the performance of projects should align rather than conflict or duplicate, and should recognize mandates and responsibilities placed upon regional and local governments.

## Protect Our Authority and Revenue

- Existing statutory authorities for the Commission should be preserved and protected.
- Oppose efforts to infringe on the Commission's discretion in collecting and administering its revenue sources including, but not limited to: Measure A, tolls, and TUMF.
- Oppose efforts to place mandates on agencies which could nullify RCTC mobility improvement priorities by driving up operating and project delivery costs.
- Oppose efforts to remove or reduce tax exemption of municipal bond interest to avoid increased costs to financed projects.
- Reinstate advanced refunding of municipal bond authority.
- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity and member agencies affected.
- Oppose legislation that amends procurement law in a manner that increases the Commission's exposure to litigation, costs, decreased private sector competition, conflicts of interest, or deviation from best practices.
- Support efforts to preserve, stabilize, leverage and/or increase funding for transportation.
- Oppose policy changes that infringe on the ability of the Commission to receive maximum sales tax collections relative to state sales taxes on internet sales or any other change in policy.
- Support legislation that clarifies that any initiative by the voters proposing to impose a sales tax using the Commission's authorizing statutes shall be implemented by the Commission.

## Innovation

- Support implementation and expansion of state and federal initiatives to expedite and advance innovative transportation policies, programs, and technologies.
- Monitor studies, regulations, and legislation regarding the deployment and use of autonomous vehicles, intelligent transportation systems, and new technologies.

## Project Delivery Streamlining

- Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.
- Support the availability of project delivery tools such as the design-build and progressive design-build project delivery methods, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- Support adjustments to the simplification of SB 743 Steinberg (Chapter 386, Statutes of 2013) VMT modeling, and analysis, and mitigation for highway and roadway projects in a manner that recognizes the varying feasibility of multimodal alternatives by region.
- Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).
- Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.
- ~~Support creation of a low interest loan program to support habitat conservation plans that mitigate the impacts of transportation infrastructure and make project approvals more efficient.~~
- Support efforts to modernize the CEQA, including but not limited to:
  - Reduce the Commission's exposure to litigation;



- Increase accountability and disclosure for plaintiffs in CEQA cases;
- Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;
- Exempt illegal actions from CEQA review; and
- Prohibit "document dumping."
- Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.

### **Accountability**

- Revenue derived from transportation sources should be spent exclusively on planning, development, and implementation of transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved sales tax measure expenditure plan are delivered to the public.
- Encourage the adoption of on-time, balanced state budgets, and federal appropriation and authorization legislation to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies have adequate funding in order to be responsive and accountable to Commission concerns when working on Commission projects.
- Oppose efforts by non-elected, regulatory bodies to dilute, reduce, or withhold transportation funds.
- Support maximum transparency of funding agencies through the clear scoring and evaluation of funding requests.

### **Alignment of Responsibilities**

- Support strong collaborative partnerships with state and federal agencies.
- Support local control and policies that incentivize self-help counties' continued funding contribution to transportation projects in California.
- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.
- Support efforts by the state government to improve maintenance and operations of the state highway and interstate systems.
- Oppose efforts by the state government to negate their obligation to maintain the state and federal highway systems, or otherwise realign those costs and responsibilities to local and regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

### **Environment**

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of life-living and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

## *Climate Action and Air Quality*

- Support a greater share of state greenhouse gas (GHG) reduction funds toward transportation investments in Riverside County to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or flexibility for mitigation.
- Oppose legislative proposals or implementation measures (programming, funding, environmental review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743 Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB ~~1278~~1279 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.
- Support alternative metrics to Vehicle Miles Traveled (VMT) that balance consideration of more accurately account for environmental impacts with the population growth and social and economic needs of regions, such as improved transportation mobility. ~~Support use of per capita measurements when mitigating transportation sector impacts in growing regions.~~
- Support efforts that allow transportation agencies to receive credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose efforts that prevent or discourage the funding or development of transportation projects solely based on census tract screening tools in and around the project location, particularly if use of the screening tool for this purpose disregards external impacts that contribute to the indicators measured.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

## *Habitat Conservation*

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans, Natural Community Conservation Plans, or Special Area Management Plans, or support the implementation of existing plans.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

## **Alternatives to Driving**

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.

- Support integration of public transportation systems in southern California.

#### *Ridesharing*

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.

#### *Active Transportation*

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

#### *Transit*

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state/federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- Support funding and flexibility for transit operators to meet zero-emission fleet transition requirements.
- Support additional funding for transit rider and operator safety and security.
- Oppose unfunded mandates that would negatively impact the operating budgets of transit agencies.

#### *Passenger Rail*

- Support inclusion and prioritization of Coachella Valley Rail service in the California State Rail Plan, Federal Corridor ID Program, and other state and federal plans and program pipelines.
- Support legislation to better enable the Coachella Valley Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley Rail project.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.

- Support efforts to provide an equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.
- Support Metrolink's policy and funding needs with regards to implementation of positive train control and other rail safety systems.
- Support Metrolink's SCORE implementation and encourage **early**-SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California's urban areas. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission's rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.
- Support efforts for improved enforcement of the Commission's rights and interests in passenger rail in southern California with host railroads. This includes protecting the Commission-negotiated rights of passengers to on-time passenger rail service that avoid excessive freight train delays.
- Support additional funding for safety and security operations at passenger rail stations in Riverside County.

#### *Teleworking/Remote Working*

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

#### **Tolling and Managed Lanes**

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission's debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose state and federal policies which would dictate how tolling policy and rates are implemented on the Commission's tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi-

modal corridor mobility and achieving environmental goals.

- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.

## Goods Movement

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
  - Has a nexus to the user;
  - Does not reduce funding to existing highway and transit programs;
  - Provides funding to California, and southern California in particular, commensurate with this region and state's significance to interstate goods movement; and
  - Can be spent on grade separation projects.
- Advocate for accurate representation of Riverside County in the National Highway Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional consensus, in consultation with state and federal agency's freight plans.
- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743 or other VMT reduction or mitigation requirements.

## Projects and Programs

- Support programs and policies that advantage transportation projects in Riverside County.
- Oppose policies that inhibit the efficient, timely delivery of such projects.
- Support increased funding for Freeway Service Patrol (FSP) programs, which provide life-saving and cost-effective roadside assistance to motorists. Oppose legislation and rulemakings that inhibit the cost-effectiveness and operational efficiency of FSP programs.

## Funding

- Support continued testing and analysis of California's road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation and ensure that both urban, suburban, and rural communities are treated in an equitable manner.
- Monitor the federal government's pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.
- Support all efforts to maintain, at the very least, current level state/federal funding for transportation programs.
- Support re-dedication of California truck weight fees to transportation accounts.
- Monitor legislation relating to tax collection for impacts on Measure A revenues or administration fees.
- Support maximizing Commission flexibility and discretion over funding decisions.
- Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding should be ~~Funding sources should be discretionary and~~ distributed by

population share to county transportation commissions to facilitate expeditious project delivery and expenditure of funds.

- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
  - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
  - Opposing efforts to deviate from legislative intent and existing statute.
  - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
  - Ensuring program guidelines are as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

### **Regional Partnerships**

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of life-living in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.



**OBJECTIVE:** The 2025 State and Federal Legislative Platform serves as the framework that will guide Riverside County Transportation Commission's (RCTC or Commission) advocacy efforts for state and federal policy and funding decisions that enable the Commission to: implement Measure A, the 2024 Traffic Relief Plan (TRP), the Regional Transportation Plan (RTP), and other adopted plans and programs; comply with state and federal requirements; and provide greater mobility, equitable access, improved quality of living, operational excellence, and economic vitality in Riverside County.

RCTC's State and Federal Legislative Platform offers positions on key policy issues which are likely to be the focus in the next legislative and congressional sessions.

### Equity and Fairness

- Ensure that rural, low-income, and disadvantaged communities in Riverside County benefit from equity-based transportation planning and implementation policies.
- State and federal funding should be distributed equitably to Riverside County. This includes core formula funding as well as supplemental distributions.
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- Policies should be developed and implemented with regional variance to limit disproportionate impacts on regions with fast-growing populations, including low-income and disadvantaged communities priced out of coastal urban centers.
- Engage in policy discussions regarding the way public outreach and public meetings are conducted by public agencies.
- Support transportation projects and services that reconnect communities and/or expand access to jobs, educational opportunities, and vital services, regardless of transportation mode.

### Regional Control

- Project selection and planning authority for state/federal funds should be as local as possible, preferably in the hands of the Commission.
- State and federal rulemakings, administrative processes, program guidelines, and policy development activities should include meaningful collaboration from regional transportation agencies.
- Oppose efforts by non-elected, regulatory bodies and non-transportation interests to assert control over transportation funding and decision-making.
- Policies should be sensitive to each region's unique needs and avoid "one size fits all" assumptions, over-reliance on single modes of transportation that would disadvantage regional mobility, and lack of distinction between urban, suburban, and rural needs.
- State and federal authority related to planning, programming, funding, clearing, or managing the performance of projects should align rather than conflict or duplicate, and should recognize mandates and responsibilities placed upon regional and local governments.

## **Protect Our Authority and Revenue**

- Existing statutory authorities for the Commission should be preserved and protected.
- Oppose efforts to infringe on the Commission's discretion in collecting and administering its revenue sources including, but not limited to: Measure A, tolls, and TUMF.
- Oppose efforts to place mandates on agencies which could nullify RCTC mobility improvement priorities by driving up operating and project delivery costs.
- Oppose efforts to remove or reduce tax exemption of municipal bond interest to avoid increased costs to financed projects.
- Reinstate advanced refunding of municipal bond authority.
- Oppose legislation that restructures or interferes with governance of the Commission or other local and regional transportation agencies without the support and consent of the entity and member agencies affected.
- Oppose legislation that amends procurement law in a manner that increases the Commission's exposure to litigation, costs, decreased private sector competition, conflicts of interest, or deviation from best practices.
- Support efforts to preserve, stabilize, leverage and/or increase funding for transportation.
- Oppose policy changes that infringe on the ability of the Commission to receive maximum sales tax collections relative to state sales taxes on internet sales or any other change in policy.
- Support legislation that clarifies that any initiative by the voters proposing to impose a sales tax using the Commission's authorizing statutes shall be implemented by the Commission.

## **Innovation**

- Support implementation and expansion of state and federal initiatives to expedite and advance innovative transportation policies, programs, and technologies.
- Monitor studies, regulations, and legislation regarding the deployment and use of autonomous vehicles, intelligent transportation systems, and new technologies.

## **Project Delivery Streamlining**

- Support all efforts to reduce project delivery timelines and provide flexibility to meet planning requirements due to changing circumstances, while maintaining important environmental protections.
- Support the availability of project delivery tools such as the design-build and progressive design-build project delivery methods, construction manager/general contractor (CM/GC, or construction manager at-risk) project delivery method, and public-private partnerships to the Commission, the State, federal agencies, and other infrastructure agencies. Oppose efforts to add barriers to effective implementation of such tools.
- Support adjustments to SB 743 Steinberg (Chapter 386, Statutes of 2013) VMT modeling, analysis, and mitigation for highway and roadway projects in a manner that recognizes the varying feasibility of multimodal alternatives by region.
- Support reciprocity of the California Environmental Quality Act (CEQA) for the National Environmental Protection Act (NEPA).
- Support removing the statutory sunset on the NEPA Assignment program California participates in with the Federal Highway Administration which continues to benefit Commission projects.
- Support efforts to modernize the CEQA, including but not limited to:
  - Reduce the Commission's exposure to litigation;
  - Increase accountability and disclosure for plaintiffs in CEQA cases;
  - Limit courts' ability to invalidate an entire CEQA document when a writ of mandate can resolve discreet issues;



- Exempt illegal actions from CEQA review; and
  - Prohibit “document dumping.”
- Support categorical exclusions for multimodal transit projects and for safety improvements on roads and highways.

### **Accountability**

- Revenue derived from transportation sources should be spent exclusively on planning, development, and implementation of transportation projects. Support measures to strengthen the relationship between transportation revenue and expenditures; oppose measures that weaken them.
- Support efforts to ensure that all projects in a voter-approved sales tax measure expenditure plan are delivered to the public.
- Encourage the adoption of on-time, balanced state budgets, and federal appropriation and authorization legislation to ensure transportation projects are delivered without delay or costly stoppages, and that adequate planning for future projects can take place.
- Promote policies that ensure state and federal agencies have adequate funding in order to be responsive and accountable to Commission concerns when working on Commission projects.
- Oppose efforts by non-elected, regulatory bodies to dilute, reduce, or withhold transportation funds.
- Support maximum transparency of funding agencies through the clear scoring and evaluation of funding requests.

### **Alignment of Responsibilities**

- Support strong collaborative partnerships with state and federal agencies.
- Support local control and policies that incentivize self-help counties’ continued funding contribution to transportation projects in California.
- Support policies that provide decision-making authority and flexibility to agencies bearing financial risk for projects. Oppose policies that place unfunded mandates and other undue burdens and restrictions on agencies that bear financial risk for projects.
- Support efforts by the state government to improve maintenance and operations of the state highway and interstate systems.
- Oppose efforts by the state government to negate their obligation to maintain the state and federal highway systems, or otherwise realign those costs and responsibilities to local and regional agencies.
- Oppose efforts by the state legislature to deflect responsibility for voting on revenue for statewide transportation to local voters.

### **Environment**

- Encourage efforts to limit impacts to the climate, air quality, and habitats in a manner that promotes improved quality of living and equitable outcomes for residents of Riverside County, provided that these efforts are sufficiently funded and do not negatively impact the mission of RCTC.

### *Climate Action and Air Quality*

- Support a greater share of state greenhouse gas (GHG) reduction funds toward transportation investments in Riverside County to address the transportation sector's share of GHG emissions.
- Ensure criteria for defining disadvantaged communities and environmental justice areas of concern accurately represent Riverside County and enable the region to compete for funding.
- Oppose efforts to place new environmental criteria (such as GHG reduction or vehicle miles traveled reduction) on transportation projects and programs without commensurate funding for alternatives or flexibility for mitigation.
- Oppose legislative proposals or implementation measures (programming, funding, environmental review, etc.) associated with the Climate Action Plan for Transportation Infrastructure (CAPTI), Caltrans System Investment Strategy (CSIS), Executive Order N-19-19, Executive Order N-79-20, AB 32 Nunez (Chapter 488, Statutes of 2006), SB 375 Steinberg (Chapter 728, Statutes of 2008), SB 743 Steinberg (Chapter 386, Statutes of 2013), SB 32 Pavley (Chapter 249, Statutes of 2016), AB 1279 Muratsuchi (Chapter 337, Statutes of 2022), or other climate action goals that hinder a just transition to multimodal transportation systems in Riverside County.
- Support alternative metrics to Vehicle Miles Traveled (VMT) that balance consideration of environmental impacts with the population growth and social and economic needs of regions, such as improved transportation mobility..
- Support efforts that allow transportation agencies to receive credit for VMT-reducing projects that have been recently delivered or are included in future delivery plans.
- Oppose efforts that prevent or discourage the funding or development of transportation projects solely based on census tract screening tools in and around the project location, particularly if use of the screening tool for this purpose disregards external impacts that contribute to the indicators measured.
- Oppose legislation to authorize a multicounty revenue measure for environmental programs if the measure is not required to: (1) provide equitable funding to Riverside County, and (2) be developed through formal consultation with the Commission before and after passage, and (3) involve the Commission in expenditure of funds within Riverside County related to transportation projects, programs, and services; or if such a measure would negatively impact the Commission's ability to achieve voter approval of local transportation revenue.

### *Habitat Conservation*

- Support efforts or initiatives that expedite the approval of Habitat Conservation Plans, Natural Community Conservation Plans, or Special Area Management Plans, or support the implementation of existing plans.
- Support funding for projects and programs that promote wildlife connectivity, if resources are not redirected from other transportation funding programs.
- Oppose legislation that limits the streamlining benefit of the Western Riverside County Multiple Species Habitat Conservation Plan or Coachella Valley Multiple Species Habitat Conservation Plan by impugning or duplicating requirements for analysis and remediation of impacts.

### **Alternatives to Driving**

- Support the continued development of a multimodal transit system in Riverside County that promotes equitable access through geographic reach and service frequency, commuter mobility choice, and environmental sustainability, as well as maximizes regional competitiveness for state and federal funding.
- Support integration of public transportation systems in southern California.

### *Ridesharing*

- Support incentives to employers that enhance or create transit reimbursement or ridesharing programs.
- Oppose new mandates on employers or transportation agencies that would result in disruption of the Commission's ridesharing program.
- Support programs and policies that invest in and foster new technologies that promote ridesharing, traffic information, and commuter assistance.
- Support regional cooperation toward establishing transportation data standards and technological integrations.
- Support rideshare and vanpool program eligibility for state and federal transit funding, such as the Transportation Development Act.

### *Active Transportation*

- Support maximum regional control of project selection for funding of active transportation projects.
- Support policies and programs that recognize when active transportation improvements are incorporated into other modal projects.

### *Transit*

- Support all transit operators in Riverside County with legislative concerns impacting the operators' funding and operations.
- Support efforts to provide flexibility of funding between capital and operating budgets from state/federal programs for transit agencies.
- Support efforts to reevaluate transit performance measures in state and federal law.
- Support policies and funding programs that promote the establishment or expansion of express bus service that utilizes the Riverside Express Lanes.
- Support incentives for transit agencies that utilize alternative fuels and/or zero-emission buses.
- Support additional funding for specialized transit programs within state and federal programs.
- Support funding for micro-transit programs, as well as efforts to classify these programs as transit operations/transit operators within state and federal programs.
- Support funding and flexibility for transit operators to meet zero-emission fleet transition requirements.
- Support additional funding for transit rider and operator safety and security.
- Oppose unfunded mandates that would negatively impact the operating budgets of transit agencies.

### *Passenger Rail*

- Support inclusion and prioritization of Coachella Valley Rail service in the California State Rail Plan, Federal Corridor ID Program, and other state and federal plans and program pipelines.
- Support legislation to better enable the Coachella Valley Rail service to become part of California's intercity rail network, such as legislation to allow intercity rail joint powers authorities to expand their service areas.
- Support efforts to secure state and federal funding for the Coachella Valley Rail project.
- Support LOSSAN Rail Corridor Agency and Metrolink with legislative and regulatory concerns impacting funding and operations.
- Support efforts to provide an equitable share of funding to west coast intercity rail systems as compared to the Northeast Corridor.

- Support Metrolink’s policy and funding needs with regards to implementation of positive train control and other rail safety systems.
- Support Metrolink’s SCORE implementation and encourage SCORE investments in Riverside County.
- Support efforts to prioritize high-speed rail funding for connectivity improvements to existing transit systems and infrastructure in California’s urban areas. In particular, support all efforts to ensure that funding is provided as soon as possible to projects included in the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA), the Southern California Association of Governments (SCAG), and the Commission.
- Ensure that the Commission’s rights and interests in passenger rail in southern California are properly respected in state, federal, and regional plans and policies.
- Support efforts for improved enforcement of the Commission’s rights and interests in passenger rail in southern California with host railroads. This includes protecting the Commission-negotiated rights of passengers to on-time passenger rail service that avoid excessive freight train delays.
- Support additional funding for safety and security operations at passenger rail stations in Riverside County.

#### *Teleworking/Remote Working*

- Engage in policy discussions that utilize teleworking as a method to reduce traffic congestion and improve local economic and public health by permanently increasing the number of Riverside County residents who telecommute or work remotely.

#### **Tolling and Managed Lanes**

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission’s debt and congestion management obligations.
- Support legislation that authorizes toll agencies to pilot or deploy new technology to improve toll operations and mobility.
- Support legislation and policies that strengthen existing statutory authority for connecting toll segments to be implemented in an adjacent county with approvals by both authorized counties.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Oppose legislation increasing the type and/or number of vehicles subject to free or reduced toll rates, to protect the Commission’s debt and congestion management obligations, and to reduce operational costs and complexity.
- Oppose state and federal policies which would dictate how tolling policy and rates are implemented on the Commission’s tolled facilities.
- Engage in policy discussions that may involve legislation or regulatory efforts that add statutory barriers to expanding the use of tolling.
- Oppose policies that would dictate, limit use of, or create onerous requirements for utilizing toll revenue.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.
- Support increased enforcement of managed lanes for improved travel time reliability and effective operation of express bus service.
- Support policies that recognize the role of pricing and managed lanes as an integral part of multi-modal corridor mobility and achieving environmental goals.

- Support initiatives and research that demonstrate the air quality improvements, VMT reduction, and economic benefits from the use of toll and managed lanes.

### **Goods Movement**

- Policies should recognize the impact of goods movement from the Ports of Los Angeles and Long Beach and the U.S.-Mexico border on Riverside County.
- Support state and federal legislative action to continue dedicated funding for goods movement projects, inasmuch as the funding source:
  - Has a nexus to the user;
  - Does not reduce funding to existing highway and transit programs;
  - Provides funding to California, and southern California in particular, commensurate with this region and state’s significance to interstate goods movement; and
  - Can be spent on grade separation projects.
- Advocate for accurate representation of Riverside County in the National Highway Freight Network or other national or statewide freight route designations.
- Advocate for freight funding from state and federal sources to be distributed based on a regional consensus, in consultation with state and federal agency’s freight plans.
- Oppose increasing the capacity or intensity of freight movement in and near Riverside County without commensurate mitigation of impacts.
- Support legislation to ensure that the Commission is eligible to seek federal goods movement and freight program discretionary grant funding.
- Oppose policies that restrict the ability to deliver goods movement enhancements due to application of SB 743 or other VMT reduction or mitigation requirements.

### **Projects and Programs**

- Support programs and policies that advantage transportation projects in Riverside County.
- Oppose policies that inhibit the efficient, timely delivery of such projects.
- Support increased funding for Freeway Service Patrol (FSP) programs, which provide life-saving and cost-effective roadside assistance to motorists. Oppose legislation and rulemakings that inhibit the cost-effectiveness and operational efficiency of FSP programs.

### **Funding**

- Support continued testing and analysis of California’s road charge pilot program as a potential replacement of the state motor fuels excise tax as the primary funding mechanism for transportation and ensure that both urban, suburban, and rural communities are treated in an equitable manner.
- Monitor the federal government’s pilot program to explore potential replacement mechanisms for the federal gasoline excise tax.
- Support all efforts to maintain, at the very least, current level state/federal funding for transportation programs.
- Support re-dedication of California truck weight fees to transportation accounts.
- Monitor legislation relating to tax collection for impacts on Measure A revenues or administration fees.
- Support maximizing Commission flexibility and discretion over funding decisions.
- Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding should be distributed by population share to county transportation commissions to facilitate expeditious project delivery and expenditure of funds.

- Support maintaining the legislative intent behind Senate Bill 1 (Statutes 2017) and historic base program funding, by:
  - Opposing efforts to tie distribution of transportation funding to ancillary policy matters, such as housing.
  - Opposing efforts to deviate from legislative intent and existing statute.
  - Supporting efforts to adjust formula allocations to maximize funding decisions being made as locally as possible.
  - Ensuring program guidelines are as broad as possible with respect to mode, to the extent appropriate while adhering to legislative intent.

### **Regional Partnerships**

- Collaborate with regional transportation agencies to impact transportation funding and regulatory policies to bring equity and fairness to the Inland Empire region.
- Collaborate with public and private sector stakeholders on policy and funding matters that enhance economic development and quality of living in the Inland Empire region.
- Engage in legislative efforts impacting regional transportation agencies, particularly when the efforts have a nexus to the Commission.
- Support implementation of projects in other counties that are contained in the Southern California Association of Governments RTP/Sustainable Communities Strategy when requested by other counties and not in conflict with the Commission's interests.

## Draft 2024 CAPTI Actions & Descriptions

The draft actions below were derived through a robust stakeholder process, including listening sessions in Spring 2024, survey feedback, and workshops held in September 2024. All actions are intended to be completable by the end of 2026. Based on stakeholder feedback, actions will be further updated and ultimately included in the final CAPTI 2025 update anticipated to be released in early 2025. **Please provide any feedback in writing to [CAPTI@calsta.ca.gov](mailto:CAPTI@calsta.ca.gov) by December 13<sup>th</sup>, 2024.**

### Strategy 1: Transforming the Future of the State Highway System

Action	Description	Agencies*
<b>Create a Caltrans Statewide Express Mobility Action Plan that defines the role of roadway pricing and includes equity-based best practices, in consultation with the Roadway Pricing Working Group and the Equity Advisory Committee.</b>	This action commits Caltrans to the development and release of the Statewide Express Mobility Plan, in consultation with stakeholder and community partners, the Roadway Pricing Working Group and the Equity Advisory Committee. The Plan will outline the role of roadway pricing and include a clear roadmap for expanding facilities-based pricing mechanisms and mobility wallets across California. Stakeholder workshops will focus on understanding regional transportation needs, potential impacts of roadway pricing on underserved and low-income individuals and communities, and developing inclusive, equity-focused strategies for pricing models. The plan will include actionable steps for the implementation of equitable pricing, addressing applicability, or lack thereof, in both urban and rural contexts.	<b>Lead</b> Caltrans  <b>Support</b> CTC
<b>Implement a comprehensive climate adaptation planning and delivery framework and corresponding performance targets at Caltrans</b>	Caltrans is currently seeking funding to develop a prioritization methodology for climate adaptation projects currently identified in Caltrans District plans. If Caltrans is successful in receiving funds, Caltrans will work with regional partners and stakeholders to develop the methodology. Caltrans will continue to support climate adaptation projects through the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) funding program. Caltrans will also review existing processes to identify opportunities within the Planning and Environmental	<b>Lead</b> Caltrans

	<p>Documents phase to standardize project delivery practices related to climate adaptation. Caltrans will strive to meet its climate change adaptation performance objectives to be identified in the upcoming 2024-2028 update to the Caltrans Strategic Management Plan. These objectives include decreasing closures on the State Highway System associated with climate stressors and increasing the return on project investment for projects associated with climate risk.</p>	
<p><b>Establish a Central Delivery Team to support planning and investment in zero-emission freight (as recommended by the <u>SB 671 Assessment</u>).</b></p>	<p>This new action commits CalSTA and GO-Biz to establish a Central Delivery Team to support zero-emission (both battery-electric and hydrogen fuel cell electric) freight infrastructure planning and implementation, including carrying out the actions identified in the CTC’s Clean Freight Corridor Efficiency Assessment, where feasible. The Central Delivery Team will function as a cross-agency team including the California Energy Commission, Caltrans, the California State Transportation Agency, the Governor’s Office of Business and Economic Development, California Air Resource Board, California Public Utilities Commission, and the California Transportation Commission. The Central Delivery Team will identify leads from Regional Transportation Planning Agencies, Metropolitan Planning Organizations, ports, utilities, trucking fleets, infrastructure developers, and other stakeholders that are necessary to deliver stations quickly. The central delivery team will build off existing state equity efforts, in coordination with impacted communities, community-based organizations, tribal nations, and equity, public health, and environmental advocates, to develop a process for engaging stakeholders in infrastructure project planning, deployment, and implementation.</p>	<p><b>Lead</b> CalSTA/GO-Biz</p> <p><b>Support</b> CTC Caltrans CEC CPUC CARB</p>

\*The support agency is at the discretion of the lead agency to consult or include.



## Strategy 2: Reducing GHG Impacts of Transportation Investments

Action	Description	Agencies*
<p><b>Create a statewide VMT mitigation bank or exchange program that facilitates mitigation directly and/or assists regions in creating their own programs to deliver infill housing and other VMT-reducing projects as mitigation at scale.</b></p>	<p>Mitigation banks and exchanges would relieve project teams of having to identify mitigation measures individually and allows for implementation of mitigation in advance of the need. An exchange program would include mitigation measures for implementation and the associated VMT reduction that projects could be employed when needed, while a bank would monetize the VMT reduction allowing projects to purchase mitigation. This new action commits the Governor’s Office of Land Use and Climate Innovation (LCI) to explore the option of creating a statewide exchange or bank and to create guidance and technical assistance that will support local and regional agencies in creating mitigation exchanges and banks at a regional or local level.</p>	<p><b>Lead</b> LCI (formerly OPR)</p> <p><b>Support*</b> CalSTA Caltrans CARB</p>
<p><b>Improve VMT analysis and mitigation guidance for rural projects to better account for the low VMT impact of many rural projects in consultation with rural stakeholders</b></p>	<p>While California is making progress meeting the goals of VMT reduction from CAPTI investments, much of the significant reductions are tied to mitigation or avoidance of projects in urbanized areas. A one-size-fits all strategy may not be suitable for rural projects. The existing research on induced travel demand and VMT reduction are primarily from studies conducted in urban and metropolitan areas where highway capacity has been added with the goal to relieve congestion. Implementation of these strategies in rural areas require more nuanced guidance given the limited research. This action will commit Caltrans to conducting any necessary additional studies or identifying technical research that can inform guidance for rural projects to better account for projects that are unlikely to induce travel demand, in consultation with regional and local rural stakeholders.</p>	<p><b>Lead</b> Caltrans</p>

<p><b>Update the Trade Corridor Enhancement Program (TCEP) guidelines to state that goods movement projects that mitigate their passenger VMT impacts are more competitive for funding,</b></p>	<p>The Trade Corridor Enhancement Program (TCEP) statute requires that projects be evaluated across several criteria, including the project’s ability to reduce particulate, and greenhouse gas emissions and community impacts, particularly in disadvantaged communities. Projects that mitigate passenger VMT help reduce emissions of diesel particulates, greenhouse gases, other pollutants, and other negative community impacts. The implementation of this action will commit the CTC to update TCEP program guidelines to emphasize that projects which improve freight mobility and safety while mitigating passenger VMT impacts from their project are more likely to be competitive in the program.</p>	<p><b>Lead</b> CTC</p>
<p><b>Update the Solutions for Congested Corridors Program (SCCP) guidelines to require that all applications state that they are VMT neutral in order to compete in the program, while continuing existing practice in guidelines to prioritize projects that</b></p>	<p>Projects submitted to the Solutions for Congested Corridors Program are statutorily required to be included in an adopted Comprehensive Multimodal Corridor Plan (CMCP), which is a suite of projects along a major corridor that promotes innovative sustainable transportation solutions. This new action will commit the CTC to update SCCP guidelines to require projects that apply be in a VMT neutral Comprehensive Multimodal Corridor Plans or otherwise demonstrate a VMT neutral application.</p>	<p><b>Lead</b> CTC</p>

\*The support agency is at the discretion of the lead agency to consult or include.

### Strategy 3: Delivering Equitable Outcomes

Action	Description	Agencies*
<p><b>Continue strengthening existing Senate Bill 1 (SB1) program guidelines to better account for environmental justice impacts of projects.</b></p>	<p>In 2022, the CTC developed the SB 1 Programs Transportation Equity Supplement to promote more equitable outcomes for transportation projects submitted in the SB 1 competitive programs. Additionally, Community Engagement was added to the SB 1 Programs as an evaluated criterion, as a mechanism to directly integrate the content of the equity supplement into the evaluation process. This new action will commit the CTC to update SB 1 program guidelines, and the SB 1</p>	<p><b>Lead</b> CTC</p>

	<p>Transportation Equity Supplement, to further promote project applicants to engage and partner with environmental justice groups as a means of demonstrating that projects are accounting for particulate pollution, traffic safety risks, displacement, and noise pollution within these communities.</p>	
<p><b>Improve technical assistance to Tribal governments by reviewing existing services and programs, consulting with Tribal governments on needs, and revising or expanding existing services or programs through partnerships to address needs.</b></p>	<p>In alignment with the State of California’s commitment to support tribal communities, this action will commit Caltrans to work with the Native American Advisory Committee (NAAC), to establish Tribal workgroups to make recommendations to improve existing processes with the goal of improving Tribal government access to infrastructure funding, services, and programs. The working groups will consist of NAAC members, tribal leaders from across the state and appropriate subject matter experts. Through these workgroups, Caltrans will assist with evaluating existing processes related to tribal contracting, Tribal Employment Rights Ordinance (TERO), and consultation.</p>	<p><b>Lead</b> Caltrans/CTC</p>
<p><b>Create a Caltrans Directors Policy focused on displacement caused by projects on the State Highway System with the intent to avoid future housing takings, particularly in disadvantaged communities.</b></p>	<p>The Anti-displacement memo developed by CalSTA and the interagency Housing &amp; Transportation Workgroup creates recommendations and best practices on how programs funded by CAPTI can incentivize anti-displacement strategies. Building upon this work, a Caltrans Director's policy on displacement would outline and update the process for property takings from Caltrans projects on the state highway system. The intent of this guidance would be to strengthen existing policy to avoid direct displacement caused by housing takings in disadvantaged communities where feasible. In rare circumstances where it might be infeasible for programs to avoid housing displacements in disadvantaged communities due to a project, the policy would outline what steps and actions should be taken by the project to disclose the need for the takings and direct project teams to work with vulnerable groups to minimize the impact.</p>	<p><b>Lead</b> Caltrans</p>

\*The support agency is at the discretion of the lead agency to consult or include.

## Strategy 4: Improving Transparency and Accountability

Action	Description	Agencies*
<p><b>Create a public and searchable database of Caltrans projects under development.</b></p>	<p>This action will commit Caltrans to create a publicly accessible and searchable database of projects under development to increase transparency and accountability for how CAPTI investments are meeting its transportation, climate and equity goals. Creating a public and searchable database of Caltrans projects will foster a more informed and engaged public in local and regional planning and development discussions around project purpose, need, and approach to meeting project objectives. This database will serve as a resource for the public, stakeholders, and local communities to access information about ongoing transportation projects currently under development, such as projects with existing Project Initiation Documents (PIDs), and not yet approved for inclusion into a programming document (unfunded), throughout the state. The database will regularly be updated to reflect the latest information on project status, including milestones, changes, and completion dates, ensuring users have access to current data.</p>	<p><b>Lead</b> Caltrans</p>
<p><b>Codify CAPTI Guiding Principles in statute to ensure continuation of CAPTI in future administrations.</b></p>	<p>CAPTI both provides a set of guiding principles that create a holistic vision for how to prioritize state discretionary transportation dollars, as well as a living action plan that is continually updated to implement the framework. To continue the vision and direction that CAPTI has set forth, CalSTA commits to working within the administration and with the legislature to codify CAPTI’s vision into statute to ensure that the goals set forth through this plan continue to be a focus beyond the term of the Newsom Administration.</p>	<p><b>Lead</b> CalSTA</p>
<p><b>Launch another CAPTI outcomes study to continue evaluation of climate, equity and economic outcomes of CAPTI investments.</b></p>	<p>In 2023, CalSTA, in partnership with Caltrans, contracted with the Mineta Transportation Institute (MTI) at San Jose State University to develop a set of quantitative and qualitative metrics driven by CAPTI goals to determine how state transportation investments are shifting towards climate action (from pre-CAPTI adoption through the SB 1 Cycle</p>	<p><b>Lead</b> CalSTA</p> <p><b>Support</b> Caltrans</p>

	<p>3 award timeframe). This new effort commits CalSTA to continue to study changes from transportation investments on VMT and GHG emissions, transportation equity (using the Caltrans Equity Index), and economy (i.e., quantity and quality of jobs) since the 2023 MTI study was completed. The study will include the evaluation of SB 1 Cycle 4 awards to help determine investment outcomes of the metrics tool, and how they may be increasing state multi-modal spending for climate action, equity, and economy.</p>	
<p><b>Improve the State Highway Operation and Protection Program (SHOPP) public engagement process, particularly for projects with significant community benefits or impacts, by using existing department best practices and tools and consulting with the EAC</b></p>	<p>The efforts to increase accountability for equitable public engagement for projects on the State Highway System have led to best practices and the development of public engagement resources such as the Caltrans Engagement Portal. This new action commits Caltrans to improve the Department’s public engagement for SHOPP projects utilizing existing Caltrans best practices and in consultation with the interagency Equity Advisory Committee (EAC). SHOPP projects with significant community benefits or impacts should consider the development of a Public Engagement Plan and utilization of the Caltrans Engagement Portal to ensure consistency in the engagement process. Engagement for these projects is not a one-size-fits all approach and will vary from individual Caltrans Districts Offices who may provide specific guidance in accordance with their District engagement policies.</p>	<p><b>Lead</b> Caltrans</p>

\*The support agency is at the discretion of the lead agency to consult or include.



# **AGENDA ITEM 9**





<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Election of Riverside County Transportation Commission Officers

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) Conduct an election of officers for 2025 – Chair, Vice Chair, and Second Vice Chair.

**BACKGROUND INFORMATION:**

**Election of Officers**

In accordance with the Administrative Code, the Commission must annually hold an election of officers at its first meeting in December. The changes will be effective on January 1 of the following year. The officers of the Commission shall consist of the Chair, Vice Chair, and Second Vice Chair.

At its October 9, 2013 meeting, the Commission adopted an amendment to the Administrative Code to modify the officer rotation procedure. Rather than requiring the city and county members alternate every year in the officer positions, the new policy requires there be at least one Supervisor and one city councilmember among the three officer positions at all times.

For 2024, Lloyd White served as Chair, Karen Spiegel as Vice Chair, and Raymond Gregory as Second Vice Chair. For 2025, the Second Vice Chair shall be a regular member of the Commission representing either a city or the Riverside County Board of Supervisors.

Attachments:

- 1) List of Past Commission Chairs
- 2) Administrative Code Excerpt *Election of Chair, Vice Chair and Second Vice Chair*





COMMISSION CHAIRS					
2024					
Lloyd White					
City of Beaumont					
2023	Bob Magee	City of Lake Elsinore	1997	Bob Buster	County of Riverside – District 1
2022	V. Manuel Perez	County of Riverside – District 4	1996	Alex Clifford	City of Riverside
2021	Jan Harnik	City of Palm Desert	1995	Alex Clifford	City of Riverside
2020	Ben J. Benoit	City of Wildomar	1994	Corky Larson	County of Riverside – District 4
2019	Chuck Washington	County of Riverside – District 3	1993	Al Lopez	City of Corona
2018	Dana Reed	City of Indian Wells	1992	Al Lopez	City of Corona
2017	John F. Tavaglione	County of Riverside – District 2	1991	Kay Cenicerros	County of Riverside – District 3
2016	Scott Matas	City of Desert Hot Springs	1990	Kay Cenicerros	County of Riverside – District 3
2015	Daryl R. Busch	City of Perris	1989	Jack Clarke	City of Riverside
2014	Marion Ashley	County of Riverside – District 5	1988	Don Baskett	City of Hemet
2013	Karen Spiegel	City of Corona	1987	Melba Dunlap	County of Riverside – District 2
2012	John J. Benoit	County of Riverside – District 4	1986	Jean Mansfield	City of Riverside
2011	Greg Pettis	City of Cathedral City	1985	Susan Cornelison	Public Member
2010	Bob Buster	County of Riverside – District 1	1984	Susan Cornelison	Public Member
2009	Bob Magee	City of Lake Elsinore	1983	Roy Wilson	City of Palm Desert
2008	Jeff Stone	County of Riverside – District 3	1982	Norton Younglove	County of Riverside – District 5
2007	Terry Henderson	City of La Quinta	1981	Jean Mansfield	City of Riverside
2006	Marion Ashley	County of Riverside – District 5	1980	Donald Schroeder	County of Riverside – District 2
2005	Robin Lowe	City of Hemet	1979	Donald Schroeder	County of Riverside – District 2
2004	Roy Wilson	County of Riverside – District 4	1978	Russell Beirich	City of Palm Springs
2003	Ron Roberts	City of Temecula	1977	Russell Beirich	City of Palm Springs
2002	John Tavaglione	County of Riverside – District 2			
2001	Will Kleindienst	City of Palm Springs			
2000	Tom Mullen	County of Riverside – District 5			
1999	Jack van Haaster	City of Murrieta			
1998	Bob Buster	County of Riverside – District 1			



**EXCERPT FROM THE COMMISSION'S ADMINISTRATIVE CODE, ARTICLE III, SECTION B**

B. ELECTION OF CHAIR, VICE CHAIR AND SECOND VICE CHAIR. The Commission annually, at its first meeting in December, and at such other times as there may be a vacancy in either office, shall elect a Chair who shall preside at all meetings, a Vice Chair who shall preside in the absence of the Chair, and a Second Vice Chair who shall preside in the absence of the Chair and the Vice Chair. The Chair, the Vice Chair, and the Second Vice Chair shall be elected by the Commission at its first meeting in December for a one-year term. The changes will be effective on January 1. The election for each position is as follows:

1. At the start of the agenda item, Commission Board members may nominate one or more regular members to fill the positions of Chair, Vice Chair, and Second Vice Chair. Each nomination must be seconded in order to qualify that member for the election. Only those members nominated and seconded shall be part of the selection process set forth below.
2. If no objections are made, the nominations will be closed when the Chair makes a formal announcement closing the nomination period.
3. If only one nomination is received for a position, the Chair shall call on the Commission's Board of Director's to approve the nomination. If more than fifty (50%) percent of the votes cast approve that nominee, the nominee shall be elected and the election for that position shall be consider complete. If the nominee fails to obtain more than fifty percent (50%) of votes cast by the Board, the process for electing a member to the desired position shall begin again from paragraph 1.
4. If two nominations are received for a position, the Chair shall call for the Commission's Board of Director's to cast votes for one of the nominees. Both nominees shall be voted on using a single written ballot. If one of the nominees receives more than fifty percent (50%) of the votes cast, that nominee shall be elected and the election for that position shall be considered complete. If the election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval. The nominee must be approved by more than fifty percent (50%) of the votes cast by the Board in order to be elected to the desired position. If the nominee fails to obtain more than fifty percent (50%) of the Board's vote, the process for electing a person to the desired position shall begin again from paragraph 1.
5. If there are more than two nominees, the following steps shall be followed in the order set forth below:
  - (a) The Chair shall call for the Commission's Board of Directors to cast votes for one of the nominees. All nominees shall be voted on using a single written ballot. If one nominee receives more than fifty percent (50%) of the votes cast that nominee shall be elected and the election for that position shall be considered complete. If the vote fails to result in a nominee receiving more than fifty percent (50%) of the votes cast, the two nominees with the most votes will be placed in a runoff election.

- (b) The winning nominee in the runoff election is selected if that nominee receives more than fifty percent (50%) of the votes cast. In that case, the election for that position shall be considered complete.
- (c) If the runoff election fails to result in a nominee with more than fifty percent (50%) of the vote, the nominee with the most votes will be placed before the Commission's Board of Directors for approval.
- (d) If the nominee receives more than fifty percent (50%) of the votes cast, the nominee shall be elected and the election for that position shall be considered complete.
- (e) If the nominee placed before the Commission's Board of Directors fails to obtain more than fifty percent (50%) of the votes cast, the process for electing a person to the desired position shall begin again from Paragraph 1, above
- (f) If there is a tie in any step in the election process and the next step of the process cannot proceed, then one or more tie-breaking votes will occur in which all members of the Commission's Board of Directors present at the meeting will be allowed to vote again. The winning nominee must receive more than fifty percent (50%) of the votes cast to be elected.

At any point the Commission may vote to suspend the vote until a subsequent meeting. If the Chair has been selected prior to the vote to suspend, the new Chair shall be seated when his or her term commences, but shall relinquish his or her seat as the Vice Chair if applicable. If the Chair and Vice Chair have been selected prior to the vote to suspend, the new Vice Chair shall also be seated when his or her term commences, but shall relinquish his or her seat as Second Vice Chair, if applicable.

The tally of all votes taken by written ballot hereunder shall be read aloud by the Clerk of the Board immediately following the vote. The written ballots shall be retained by the Clerk of the Board as part of the public record of the meeting.

The Chair, the Vice Chair, and the Second Vice Chair shall regularly alternate between regular members of the Commission representing a city and a regular member of the Commission who is a member of the Riverside County Board of Supervisors. At all times, at least one of three officer slots – Chair, Vice Chair, or Second Vice Chair – shall be held by a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular member of the Commission representing a city, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission who is a member of the Riverside County Board of Supervisors. During the time in which the Chair is a regular Commission member who is a member of the Riverside County Board of Supervisors, either the Vice Chair or the Second Vice Chair, or both, shall be a regular member of the Commission representing a city in order to ensure the participation of both city and county representatives in leadership positions.

# **AGENDA ITEM 10**





<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	December 11, 2024
<b>TO:</b>	Riverside County Transportation Commission
<b>FROM:</b>	Lisa Mobley, Administrative Services Director/Clerk of the Board
<b>THROUGH:</b>	Aaron Hake, Executive Director
<b>SUBJECT:</b>	Appointment of Executive Committee Members

**STAFF RECOMMENDATION:**

This item is for the Commission to:

- 1) The cities of Corona, Jurupa Valley, Menifee, Moreno Valley, Murrieta, Riverside, and Temecula to appoint two representatives to the Executive Committee;
- 2) The cities of Banning, Beaumont, Calimesa, Canyon Lake, Eastvale, Hemet, Lake Elsinore, Norco, Perris, San Jacinto, and Wildomar to appoint one representative to the Executive Committee; and
- 3) The cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage to appoint one representative to the Executive Committee.

**BACKGROUND INFORMATION:**

**Executive Committee Appointments**

In accordance with the Administrative Code, appointees to the Executive Committee serve for a two-year term. The current Executive Committee Members are as follows:

- Lloyd White, City of Beaumont – Chair
- Karen Spiegel, County of Riverside, District 2 – Vice Chair
- Raymond Gregory, City of Cathedral City – Second Vice Chair
- Bob Magee, City of Lake Elsinore – Past Chair
- Wes Speake, City of Corona
- Linda Krupa, City of Hemet
- Brian Berkson, City of Jurupa Valley
- Lisa Middleton, City of Palm Springs
- Chuck Washington, County of Riverside, District 3
- V. Manuel Perez, County of Riverside, District 4
- Yxstian Gutierrez, County of Riverside, District 5

Therefore, it is time for the cities to select their next appointees to the Executive Committee. The term of the newly appointed Executive Committee members representing the cities will be for calendar years 2025 and 2026.