



SPECIAL MEETING AGENDA

Toll Policy and Operations Committee

Time: 1:30 p.m.

Date: January 27, 2025

Locations: MARCH FIELD CONFERENCE ROOM
County of Riverside Administrative Center
4080 Lemon Street, Third Floor, Riverside

538 Flower Street, Los Angeles

COMMITTEE MEMBERS

Clint Lorimore, **Chair** / Todd Rigby, City of Eastvale
Brian Berkson, **Vice Chair** / Armando Carmona, City of Jurupa Valley
Jeremy Smith / Kasey Castillo, City of Canyon Lake

Linda Krupa / Joe Males, City of Hemet
Topher Taylor / Dana Reed, City of Indian Wells
Michael M. Vargas / Rita Rogers, City of Perris

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director
Jennifer Crosson, Toll Operations Director

AREAS OF RESPONSIBILITY

Policies involving the Commission's Toll Facilities
Setting Tolls or Rates
Considering Contracts with Vendors Working on the Toll Program
Statewide and Federal Legislative Issues Regarding Tolling
Outreach and Marketing of the Toll Facilities
Interactions with Neighboring Jurisdictions Regarding Toll Matters
User-Based Funding Programs and Future Opportunities for Toll
Facility Development in Riverside County

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
TOLL POLICY AND OPERATIONS COMMITTEE**

www.rctc.org

SPECIAL MEETING AGENDA*

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

1:30 p.m.

Monday, January 27, 2025

**MARCH FIELD CONFERENCE ROOM
County of Riverside Administrative Center
4080 Lemon Street, Third Floor, Riverside**

538 Flower Street, Los Angeles

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 on the Commission's website, www.rctc.org.

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

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS** – *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*
- 5. ADDITIONS/REVISIONS** *(The Committee 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 Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee 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 – OCTOBER 21, 2024, SPECIAL MEETING

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7. **AGREEMENTS FOR COMPLETION OF PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT FOR THE 91 EXPRESS LANES MAJOR PAVEMENT REHABILITATION PROJECT**

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Overview

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

- 1) Award Agreement No. 25-31-019-00 with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide project study report – project development support (PSR-PDS) for the 91 Express Lanes Major Pavement Rehabilitation project (Project) in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436;
- 2) Approve Cooperative Agreement No. 25-31-051-00 between the Commission and Caltrans for project review and oversight services for the Project, in the amount of \$300,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for the Project.

8. **ELECTION OF OFFICERS**

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Overview

This item is for the Committee:

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

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

10. **EXECUTIVE DIRECTOR REPORT**

11. **COMMISSIONER COMMENTS**

Overview

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

12. **ADJOURNMENT**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**TOLL POLICY AND OPERATIONS COMMITTEE
SPECIAL MEETING MINUTES**

Monday, October 21, 2024

1. CALL TO ORDER

The meeting of the Toll Policy and Operations Committee was called to order by Chair Clint Lorimore at 10:00 a.m. in the March Field Conference Room at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California 92501 and at the teleconference site: Coachella Valley Association of Governments (CVAG), 73-710 Fred Waring, Suite 214, Palm Desert, California 92260.

2. ROLL CALL

Members Present

Clint Lorimore
Jeremy Smith
Dana Reed*
Michael M. Vargas

*Joined the meeting at the CVAG Office.

Members Absent

Brian Berkson

3. PLEDGE OF ALLEGIANCE

Commissioner Michael Vargas led the Toll Policy and Operations Committee 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.

M/S/C (Vargas/Smith) to approve the following Consent Calendar item(s):

6A. APPROVAL OF THE MINUTES – JUNE 24, 2024

7. ON-CALL PAVEMENT MAINTENANCE SERVICES FOR THE EXPRESS LANES FACILITIES

Andrew Hedy, Toll Systems Engineer, presented the express lanes pavement repair and replacement services update, highlighting the following:

- Photos of the express lanes pavement needing repair and replacement
- Contract details
- Granite Construction Company

Commissioner Dana Reed approved staff recommendation. Commissioner Jeremy Smith seconded the motion.

Commissioner Vargas clarified that there were some emergency repairs that were done before going on this contract.

Aaron Hake, Executive Director, replied yes there was. This committee also gave approval to staff to hire Kimley Horn that are doing an analysis right now and these are the folks who will be doing the construction.

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

- 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.**

8. 91 EXPRESS LANES MEDIAN BARRIER WALL REPLACEMENT

Mireya Jarquin, Senior Management Analyst, presented the 91 Express Lanes barrier replacement update, highlighting the following:

- Background
 - A map of the 91 Express Lanes – The eastbound median wall is circled in red and is the subject of this item
- Scope of work
 - The eastbound direction at the toll gantry location has a narrow shoulder and requires the wall to be lowered to provide a clean line of sight between the ODS camera and the vehicle
 - The existing wall height of 56" will be tapered to 36" the length of this is over 100' of wall replacement
- Invitation to bid results

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

- 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.**

9. ITEM(S) PULLED FROM THE CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

10. EXECUTIVE DIRECTOR REPORT

Aaron Hake announced:

- That was Mireya Jarquin's first presentation to the committee. She has been with RCTC for eight months and she came from the private sector side of the express lanes as she worked for RCTC's contractor and was so good they hired her here.
- Good job to Andrew Hedy for his presentation as well.
- It has been several years that they have been working on this proposed 241/91 Express Lane Connector project to provide a direct connection between the 91 Express Lanes and SR-241 in Orange County. It is very complicated complex project the toll systems that go into connecting three jurisdiction facilities Orange County Transportation Authority (OCTA), RCTC, and Transportation Corridor Agencies (TCA) on the 91 corridors. They are nearing the final stages of various agreements they need to enter into with TCA, OCTA and Caltrans, the negotiations are on-going. They are going to bring to this Committee those agreements for approval, talk about how the project is, and how it works. RCTC's toll team is working hard not just on that project but on RCTC's projects. San Bernardino County Transportation Authority (SBCTA's) northern extension of the I-15 express lanes is also going to be getting underway.
- The TIFIA loan for the I-15 Express Lanes Project that was approved at its October Commission meeting. Sergio Vidal, Chief Financial Officer, and Michele Cisneros, Deputy Director of Finance, are currently working on this.

11. COMMISSIONER COMMENTS

There were no comments from the Commissioners.

12. ADJOURNMENT

There being no further business for consideration, Chair Lorimore adjourned the meeting at 10:13 a.m. to the next Toll Policy and Operations Committee meeting.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Lisa", with a long horizontal flourish extending to the right.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 27, 2025
TO:	Toll Policy and Operations Committee
FROM:	Sri Srirajan, Senior Capital Projects Manager
THROUGH:	David K. Thomas, Toll Project Delivery Director
SUBJECT:	Agreements for Completion of Project Study Report – Project Development Support for the 91 Express Lanes Major Pavement Rehabilitation Project

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 25-31-019-00 with Kimley-Horn and Associates, Inc. (Kimley-Horn) to provide project study report – project development support (PSR-PDS) for the 91 Express Lanes Major Pavement Rehabilitation project (Project) in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436;
- 2) Approve Cooperative Agreement No. 25-31-051-00 between the Commission and Caltrans for project review and oversight services for the Project, in the amount of \$300,000;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and
- 4) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for the Project.

BACKGROUND INFORMATION:

The Project was initiated to partially reconstruct the 91 Express Lanes pavement from Orange/Riverside County line to east of the junction of Interstate 15 (both directions) to provide the required service life over the toll facility agreement (TFA) lease period (Figure 1 Vicinity Map). The TFA was an agreement that set forth the roles and responsibilities of the Commission and Caltrans as it relates to use, maintenance and operation of the 91 Express Lanes.

In coordination with Caltrans, the PSR-PDS is required to serve as the programming and planning document for the Project. The PSR-PDS will evaluate preliminary design alternatives that can be carried forward to the project approval and environmental document (PA/ED) phase.

The 91 Express Lanes from Orange/Riverside County line to east of the junction of I-15 (both directions) are being maintained by the Commission for a period of 50 years until 2067. The pavement was first constructed in 1978 and 1995. During the planning stages for the 91 Express

Lanes Project, it was noted that the existing pavement had a useful life of less than 15 years, and the replacement of the 91 Express Lanes pavement was anticipated and included in the 91 Express Lanes financial plan. In addition, at the end of the TFA term in 2067 the pavement shall be returned to Caltrans in a condition that meets the performance and maintenance standards established by Caltrans for existing state-operated transportation facilities of substantially equivalent size, location and character.

The Commission previously approved two items related to interim pavement repair: pavement analysis and pavement repair to address urgent needs and that work is currently underway. At the time staff sought the approval of the two items mentioned above, staff informed the Commission that this major pavement rehabilitation project was in the planning stages. The approval of this contract will allow staff to progress the development of the Project.

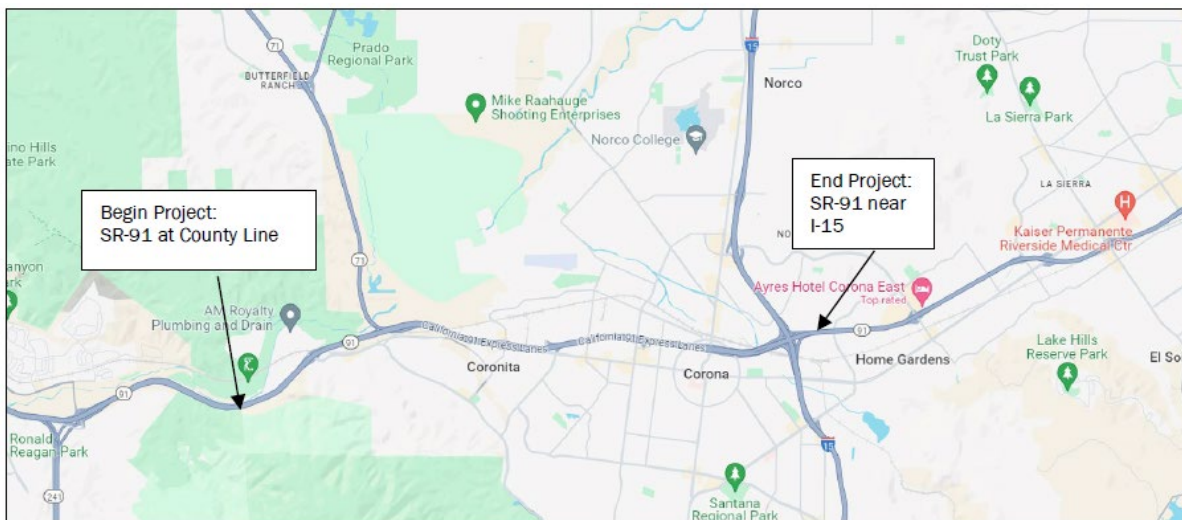


Figure 1 Vicinity Map

Consultant Procurement

Pursuant to Government Code 4525 et seq., the selection of architectural, engineering, and related services shall be based on demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services. Therefore, staff used the qualification-based method of selection for procurement. The evaluation criteria included elements such as firm experience and stability, quality and experience of the project manager, quality and experience of key personnel, project understanding and approach, and the ability to meet the requirements set forth in the request for qualifications (RFQ).

RFQ No. 25-31-019-00 for the Project was released by staff on October 9, 2024. The RFQ was posted on the Commission’s Planet Bids website, which is accessible through the Commission’s website. Through Planet Bids, 59 firms downloaded the RFQ; 8 of these firms are located in Riverside County. A pre-submittal meeting was held on October 22, 2024, and was attended by

5 firms. Staff responded to all questions submitted by potential proposers prior to the November 6, 2024, clarification deadline date.

Two firms – Kimley-Horn (Riverside, CA) and EXP (Riverside, CA) submitted responsive and responsible statements of qualifications prior to the 2:00 p.m. submittal deadline on November 20, 2024. Based on the evaluation criteria set forth in the RFQ, the firms were evaluated and scored by an evaluation committee comprised of Commission 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 Kimley Horn for the PSR-PDS for the Project as it earned the highest total evaluation score.

Subsequently, staff negotiated the scope and cost proposal received from Kimley-Horn for the Project services and established a fair and reasonable price, after extensive negotiations. As part of the procurement process for architectural and engineering services, the contract is subject to a pre-award audit by the Commission’s internal auditor. The proposed cost is \$1,505,851 and may change slightly as a result of the pre-award audit and is expected to be finalized prior to Commission approval in February 2025. Staff recommends award of Agreement No. 25-31-019-00 for PSR-PDS for the Project in the amount of \$1,505,851, plus a contingency amount of \$150,585, for a total amount not to exceed \$1,656,436. A 10 percent contingency is assumed for this Project. Staff also recommends authorization for the Chair or Executive Director to finalize and execute the agreement for the Project, and authorization of the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.

Caltrans Cooperative Agreement

As the lead agency, the Commission is leading Project coordination efforts. Caltrans will provide review and oversight services for the Project. The cooperative agreement defines the roles and responsibilities for each party. Caltrans estimates a cost of \$300,000 for the oversight services to be provided. Currently, the draft cooperative agreement is under review by each agency, with legal concurrence pending. It is not anticipated that notable changes will be required as a result of the pending reviews. These agreements will not be executed until legal counsel approval has been received.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26	Amount:	FY 2024/25: \$632,000 FY 2025/26: \$1,324,436
Source of Funds:	91 Toll Revenue			Budget Adjustment:	No
GL/Project Accounting No.:	009103 81101 00000 0000 591 31 81101				
Fiscal Procedures Approved:				Date:	01/13/2025

Attachments:

- 1) Agreement No. 25-31-019-00 with Kimley-Horn
- 2) Draft Caltrans Cooperative Agreement No. 25-31-051-00

Agreement No. 25-31-019-00

PROFESSIONAL SERVICES AGREEMENT
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC.
FOR
PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS)
SERVICES
FOR THE
91 EXPRESS LANES MAJOR PAVEMENT REHABILITATION PROJECT

Parties and Date.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and KIMLEY-HORN AND ASSOCIATES, INC. ("Consultant"), a CORPORATION. The Commission and Consultant are sometimes referred to herein individually as "Party", and collectively as the "Parties".

Recitals.

- A. On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2 %) retail transactions and use tax (the "tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").
- B. Pursuant to Public Utility Code Sections 240000 et seq., the Commission is authorized to allocate the proceeds of the Tax in furtherance of the Plan.
- C. On November 5, 2002, the voters of Riverside County approved an extension of the Measure A tax for an additional thirty (30) years for the continued funding of transportation and improvements within the County of Riverside.
- D. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing PSR-PDS services to public clients, is licensed in the State of California (if necessary), and is familiar with the plans of the Commission.

E. The Commission desires to engage Consultant to render such services for the 91 Express Lanes Major Pavement Rehabilitation 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 PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

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

3. Term.

3.1 This Agreement shall go into effect on the date first set forth above, contingent upon approval by Commission, and Consultant shall commence work after notification to proceed by Commission's Contract Administrator. This Agreement shall end on December 31, 2026 unless extended by contract amendment.

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

3.3 This Agreement shall remain in effect until the date set forth above, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

4. Commission's Contract Administrator. The Commission hereby designates the Commission's Executive Director, or his or her designee, to act as its Contract Administrator for the performance of this Agreement ("Commission's Contract Administrator"). Commission's Contract Administrator shall have the authority to act on behalf of the Commission for all purposes under this Agreement. Commission's Contract Administrator shall also review and give approval, as needed, to the details of Consultant's work as it progresses. Consultant shall not accept direction or orders from any person other than the Commission's Contract Administrator or his or her designee.

5. Consultant's Representative. Consultant hereby designates Darren Adrian to act as its Representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to act on behalf of Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement. Consultant shall work closely and cooperate fully with Commission's Contract Administrator and any other agencies which may have jurisdiction over, or an interest in, the Services. Consultant's Representative shall be available to the Commission staff at all reasonable times. Any substitution in Consultant's Representative shall be approved in writing by Commission's Contract Administrator.

6. Substitution of Key Personnel. Consultant has represented to the Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval by the Commission. In the event that the Commission and Consultant cannot agree as to the substitution of the key personnel, the Commission shall be entitled to terminate this Agreement for cause, pursuant to the provisions herein. The key personnel for performance of this Agreement are as follows: Darren Adrian, Chadi Chazbek, Jason Valencia, Ian Allegoren, Angela Schnapp, Jim Roldan, Alan Huynh, Tim Miller, Sohila Bemanian, Sam McWhoter, Michael Givens, Amit Shah, Frank Hoffmann, Jon Collins, Jason Melchor, Kevin Aguigui, Sowmya Chandrasekhar, Olivia Chan, and Michael Madsen.

7. Standard of Care; Licenses; Evaluation.

7.1 Consultant represents and maintains that it is skilled in the professional calling necessary to perform all Services, duties and obligations required by this Agreement to fully and adequately complete the Project. Consultant shall perform the Services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents and warrants to the Commission that its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the Commission, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions. Any employee of Consultant or its sub-consultants who is determined by the Commission to be uncooperative, incompetent, a threat to the adequate or timely

completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Commission, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

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

8. Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and not as an employee, agent or representative of the Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel in connection with their performance of Services and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant hereby indemnifies and holds the Commission harmless, pursuant to the indemnification provisions contained in this Agreement, from any and all claims that may be made against the Commission based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Commission shall respond to Consultant's submittals in a timely manner. Upon request of Commission's Contract Administrator, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

9.1 Modification of the Schedule. Consultant shall regularly report to the Commission, through correspondence or progress reports, its progress in providing required Services within the scheduled time periods. Commission shall be promptly informed of all anticipated delays. In the event that Consultant determines that a schedule modification is necessary, Consultant shall promptly submit a revised Schedule of Services for approval by Commission's Contract Administrator.

9.2 Trend Meetings. Consultant shall conduct trend meetings with the Commission's Contract Administrator and other interested parties, as requested by the

Commission, on a bi weekly basis or as may be mutually scheduled by the Parties at a standard day and time. These trend meetings will encompass focused and informal discussions concerning scope, schedule, and current progress of Services, relevant cost issues, and future Project objectives. Consultant shall be responsible for the preparation and distribution of meeting agendas to be received by the Commission and other attendees no later than three (3) working days prior to the meeting.

9.3 Progress Reports. As part of its monthly invoice, Consultant shall submit a progress report, in a form determined by the Commission, which will indicate the progress achieved during the previous month in relation to the Schedule of Services. Submission of such progress report by Consultant shall be a condition precedent to receipt of payment from the Commission for each monthly invoice submitted.

10. Delay in Performance.

10.1 Excusable Delays. Should Consultant be delayed or prevented from the timely performance of any act or Services required by the terms of the Agreement by reason of acts of God or of the public enemy, acts or omissions of the Commission or other governmental agencies in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, performance of such act shall be excused for the period of such delay.

10.2 Written Notice. If Consultant believes it is entitled to an extension of time due to conditions set forth in subsection 10.1, Consultant shall provide written notice to the Commission within seven (7) working days from the time Consultant knows, or reasonably should have known, that performance of the Services will be delayed due to such conditions. Failure of Consultant to provide such timely notice shall constitute a waiver by Consultant of any right to an excusable delay in time of performance.

10.3 Mutual Agreement. Performance of any Services under this Agreement may be delayed upon mutual agreement of the Parties. Upon such agreement, Consultant's Schedule of Services shall be extended as necessary by the Commission. Consultant shall take all reasonable steps to minimize delay in completion, and additional costs, resulting from any such extension.

11. Preliminary Review of Work. All reports, working papers, and similar work products prepared for submission in the course of providing Services under this Agreement shall be submitted to the Commission's Contract Administrator in draft form, and the Commission may require revisions of such drafts prior to formal submission and approval. In the event plans and designs are to be developed as part of the Project, final detailed plans and designs shall be contingent upon obtaining environmental clearance as may be required in connection with Federal funding. In the event that Commission's Contract Administrator, in his or her sole discretion, determines the formally submitted work product to be not in accordance with the standard of care established under this Agreement, Commission's Contract Administrator may require Consultant to revise and resubmit the work at no cost to the Commission.

12. Appearance at Hearings. If and when required by the Commission, Consultant shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the Services. However, Consultant shall not be required to, and will not, render any decision, interpretation or recommendation regarding questions of a legal nature or which may be construed as constituting a legal opinion.

13. Opportunity to Cure; Inspection of Work. Commission may provide Consultant an opportunity to cure, at Consultant's expense, all errors and omissions which may be disclosed during Project implementation. Should Consultant fail to make such correction in a timely manner, such correction may be made by the Commission, and the cost thereof charged to Consultant. Consultant shall allow the Commission's Contract Administrator to inspect or review Consultant's work in progress at any reasonable time.

14. Claims Filed by Contractor.

14.1 If claims are filed by the Commission's contractor for the Project ("Contractor") relating to work performed by Consultant's personnel, and additional information or assistance from the Consultant's personnel is required by the Commission in order to evaluate or defend against such claims; Consultant agrees to make reasonable efforts to make its personnel available for consultation with the Commission's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

14.2 Consultant's personnel that the Commission considers essential to assist in defending against Contractor claims will be made available on reasonable notice from the Commission. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for the Consultant's personnel services under this Agreement.

14.3 Services of the Consultant's personnel and other support staff in connection with Contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to finally resolve the claims.

14.4 Nothing contained in this Section shall be construed to in any way limit Consultant's indemnification obligations contained in Section 26. In the case of any conflict between this Section and Section 26, Section 26 shall govern. This Section is not intended to obligate the Commission to reimburse Consultant for time spent by its personnel related to Contractor claims for which Consultant is required to indemnify and defend the Commission pursuant to Section 26 of this Agreement.

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

herein, the Commission shall give Consultant a written Notice of Final Acceptance. Upon receipt of such notice, Consultant shall incur no further costs hereunder, unless otherwise specified in the Notice of Final Acceptance. Consultant may request issuance of a Notice of Final Acceptance when, in its opinion, it has satisfactorily completed all Services required under the terms of this Agreement.

16. Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. For example, and not by way of limitation, Consultant shall keep itself fully informed of and in compliance with all implementing regulations, design standards, specifications, previous commitments that must be incorporated in the design of the Project, and administrative controls including those of the United States Department of Transportation. Compliance with Federal procedures may include completion of the applicable environmental documents and approved by the United States Department of Transportation. For example, and not by way of limitation, a signed Categorical Exclusion, Finding of No Significant Impact, or published Record of Decision may be required to be approved and/or completed by the United States Department of Transportation. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

17. Fees and Payment.

17.1 The method of payment for this Agreement will be based on actual cost plus a fixed fee. Commission shall reimburse Consultant for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by Consultant in performance of the Services. Except as expressly set forth in subparagraph (a) below, Consultant shall not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved Consultant cost proposal attached hereto as Exhibit "C" and incorporated herein by reference ("Cost Proposal") unless additional reimbursement is provided for by a written amendment. In no event shall Consultant be reimbursed for overhead costs at a rate that exceeds Commission's approved overhead rate set forth in the Cost Proposal. In the event that Commission determines that a change to the Services from that specified in the Cost Proposal and this Agreement is required, the contract time or actual costs reimbursable by Commission shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Section 17.10 shall not be exceeded, unless authorized by a written amendment. Extra Work may be authorized, as

described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(a) Annual Escalation. Price escalation in the not to exceed amount of five percent (5%) 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.

17.2 The indirect cost rate established for this Agreement is extended through the duration of this Agreement. Consultant's agreement to the extension of the 1-year applicable period shall not be a condition or qualification to be considered for the work or Agreement award.

17.3 In addition to the allowable incurred costs, Commission shall pay Consultant a fixed fee of Eighty-Nine Thousand Six Hundred Thirty-Six Dollars (\$89,636). The fixed fee is nonadjustable for the term of this Agreement, except in the event of a significant change in the Scope of Services, and such adjustment is made by written amendment.

17.4 Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal. In addition, payments to Consultant for travel and subsistence expenses claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules, unless otherwise authorized by Commission. If the rates invoiced are in excess of those authorized DPA rates, and Commission has not otherwise approved said rates, then Consultant is responsible for the cost difference and any overpayments shall be reimbursed to the Commission on demand.

17.5 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.

17.6 Progress payments shall be made monthly in arrears based on Services provided and allowable incurred costs. A pro rata portion of Consultant's fixed fee shall be included in the monthly progress payments. Consultant shall not be entitled to and shall forfeit any portion of the fixed fee not earned as provided herein.

17.7 If Consultant fails to submit the required deliverable items according to the schedule set forth in the Scope of Services, Commission shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19 Termination.

17.8 No payment shall be made prior to approval of any Services, nor for any Services performed prior to approval of this Agreement.

17.9 Consultant shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by Commission's Contract Administrator of undisputed, itemized invoices in triplicate. Invoices shall be submitted no later than 30 calendar days after the performance of work for which Consultant is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number and project title. Final invoice must contain the final cost and all credits due Commission including any equipment purchased under the Equipment Purchase provisions of this Agreement. The final invoice should be submitted within 60 calendar days after completion of Consultant's work. Invoices shall be mailed to Commission's Contract Administrator at the following address:

Riverside County Transportation Commission
Attention: Accounts Payable
P.O. 12008
Riverside, CA 92502

17.10 The total amount payable by Commission including the fixed fee shall not exceed One Million Five Hundred Five thousand, Eight Hundred Fifty-One Dollars (\$1,505,851).

17.11 Salary increases shall be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by Commission's Contract Administrator. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

17.12 Consultant shall not be reimbursed for any expenses not included in the approved Cost Proposal unless authorized in writing by the Commission's Contract Administrator.

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

17.14 Extra Work. At any time during the term of this Agreement, Commission may request Consultant to perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Commission to be necessary for proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Representative. In the event an Extra Work Order is not issued and signed by Commission's Representative, Consultant shall not provide such Extra Work.

18. Disputes.

18.1 Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by mutual agreement of the Parties shall be decided by a committee consisting of RCTC's Contract Administrator and the Director of Capital Projects, who may consider written or verbal information submitted by Consultant.

18.2 Not later than 30 days after completion of all Services under this Agreement, Consultant may request review by the Commission's Executive Director of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

18.3 Neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of this Agreement.

19. Termination; Suspension.

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

19.2 Commission may terminate this Agreement with Consultant should Consultant fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, Commission may proceed with the work in any manner deemed proper by Commission. If Commission terminates this Agreement with Consultant, Commission shall pay Consultant the sum due to Consultant under this Agreement for Services completed and accepted prior to termination, unless the cost of completion to Commission exceeds the funds remaining in this Agreement. In such case, the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.

19.3 In addition to the above, payment upon termination shall include a prorated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed Services. Consultant shall provide documentation deemed adequate by Commission's Contract Administrator to show the Services actually completed by Consultant prior to the effective date of termination. This Agreement shall terminate on the effective date of the Notice of Termination.

19.4 Discontinuance of Services. Upon receipt of the written Notice of Termination, Consultant shall discontinue all affected Services as directed in the Notice or as otherwise provided herein, and deliver to the Commission all Documents and Data, as defined in this Agreement, as may have been prepared or accumulated by Consultant in performance of the Services, whether completed or in progress.

19.5 Effect of Termination for Cause. In addition to the above, Consultant shall be liable to the Commission for any reasonable additional costs incurred by the Commission to revise work for which the Commission has compensated Consultant under this Agreement, but which the Commission has determined in its sole discretion needs to be revised, in part or whole, to complete the Project because it did not meet the standard of care established herein. Termination of this Agreement for cause may be considered by the Commission in determining whether to enter into future agreements with Consultant.

19.6 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

19.7 Waivers. Consultant, in executing this Agreement, shall be deemed to have waived any and all claims for damages which may otherwise arise from the Commission's termination of this Agreement, for convenience or cause, as provided in this Section.

19.8 Consultant may not terminate this Agreement except for cause.

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

20. Retention of Records/Audit. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of this Agreement pursuant to Government Code 8546.7; Consultant, subconsultants, and Commission shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of this Agreement, including but not limited to, the costs of administering this Agreement. All parties shall make such materials available at their respective offices at all reasonable times during this Agreement period and for three years from the date of final payment under this Agreement. The state, State Auditor and the Commission shall have access to any books, records, and documents of Consultant that are pertinent to this Agreement for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

21. Audit Review Procedures.

21.1 Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by Commission's Chief Financial Officer.

21.2 Not later than 30 days after issuance of the final audit report, Consultant may request a review by Commission's Chief Financial Officer of unresolved audit issues. The request for review shall be submitted in writing.

21.3 Neither the pendency of a dispute nor its consideration by Commission shall excuse Consultant from full and timely performance, in accordance with the terms of this Agreement.

22. Subcontracting.

22.1 Nothing contained in this Agreement or otherwise, shall create any contractual relation between Commission and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to Commission for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from Commission's obligation to make payments to the Consultant.

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

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

22.4 Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants.

22.5 Any substitution of subconsultant(s) must be approved in writing by Commission's Contract Administrator prior to the start of work by the subconsultant(s).

22.6 Exhibit "C" may also set forth the rates at which each subconsultant shall bill the Consultant for Services and that are subject to reimbursement by the Commission to Consultant. Additional Direct Costs, as defined in Exhibit "C" shall be the same for both the Consultant and all subconsultants, unless otherwise identified in Exhibit "C". The subconsultant rate schedules and cost proposals contained herein are for accounting purposes only.

23. Equipment Purchase

23.1 Prior authorization, in writing, by Commission's Contract Administrator shall be required before Consultant enters into any unbudgeted purchase order, or subcontract for supplies, equipment, or Consultant services. Consultant shall provide an evaluation of the necessity or desirability of incurring such costs.

23.2 For purchase of any item, service or consulting work not covered in Consultant's Cost Proposal and exceeding \$5,000 prior authorization by Commission's Contract Administrator is required. Three competitive quotations must be submitted with the request for such purchase, or the absence of bidding must be adequately justified.

23.3 Any equipment purchased as a result of this Agreement is subject to the following:

Consultant shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, Commission shall receive a proper refund or credit at the conclusion of this Agreement, or if this Agreement is terminated, Consultant may either keep the equipment and credit Commission in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established Commission procedures; and credit Commission in an amount equal to the sales price. If Consultant elects to keep the equipment, fair market value shall be determined at Consultant's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to Commission and Consultant. If Consultant determines to sell the equipment, the terms and conditions of such sale must be approved in advance by Commission.

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

24. Labor Code Requirements.

24.1 Prevailing Wages.

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

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

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

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

24.2 DIR Registration. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. If applicable, Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

24.3 Eight-Hour Law. Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"), unless Consultant or the Services are not subject to the Eight-Hour Law. Consultant shall forfeit to Commission as a penalty, \$50.00 for each worker employed in the execution of this Agreement by him, or by any sub-consultant under him, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Consultant or the Services are not subject to the Eight-Hour Law.

24.4 Employment of Apprentices. This Agreement shall not prevent the employment of properly indentured apprentices in accordance with the California Labor Code, and no employer or labor union shall refuse to accept otherwise qualified employees as indentured apprentices on the work performed hereunder solely on the ground of race, creed, national origin, ancestry, color or sex. Every qualified apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade in which he or she is employed and shall be employed only in the craft or trade to which he or she is registered.

If California Labor Code Section 1777.5 applies to the Services, Consultant and any subcontractor hereunder who employs workers in any apprenticeable craft or trade shall apply to the joint apprenticeship council administering applicable standards for a certificate approving Consultant or any sub-consultant for the employment and training of apprentices. Upon issuance of this certificate, Consultant and any sub-consultant shall employ the number of apprentices provided for therein, as well as contribute to the fund to administer the apprenticeship program in each craft or trade in the area of the work hereunder.

The parties expressly understand that the responsibility for compliance with provisions of this Section and with Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code in regard to all apprenticeable occupations lies with Consultant

25. Ownership of Materials/Confidentiality.

25.1 Documents & Data. This Agreement creates an exclusive and perpetual license for Commission to copy, use, modify, reuse, or sub-license any and all copyrights and designs embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”).

Consultant shall require all subcontractors to agree in writing that Commission is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Commission.

Commission shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at Commission’s sole risk.

25.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of

Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

The Commission shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by Commission, whether or not developed in conjunction with Consultant, and whether or not developed by Consultant. Consultant will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Consultant shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Consultant of any and all right to the above referenced Intellectual Property. Should Consultant, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of the Commission.

All materials and documents which were developed or prepared by the Consultant for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Consultant. However, unless otherwise identified and stated prior to execution of this Agreement, Consultant represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein.

Commission further is granted by Consultant a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

25.3 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of Commission, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Commission's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of Commission.

25.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any

alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

26. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants designated in writing by Commission ("designated 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, designated 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 reasonable 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, designated 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, designated consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, designated 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, designated 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.

27. Insurance.

27.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this Section, in a form and with insurance companies acceptable to the Commission. In addition, Consultant shall not allow any

subcontractor to commence work on any subcontract until it has secured all insurance required under this Section.

27.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001 or exact equivalent); (2) Automobile Liability: Insurance Services Office Business Auto Coverage (form CA 0001, code 1 (any auto) or exact equivalent); and (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(b) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Limits may be achieved by any combination of primary and excess or umbrella liability insurance; and (3) Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Practices Liability limits of \$1,000,000 per accident.

27.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. For Consultant, such insurance shall be in an amount not less than \$2,000,000 per claim. This insurance shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. Subconsultants of Consultant shall obtain such insurance in an amount not less than \$1,000,000 per claim. Notwithstanding the foregoing, the Commission may consider written requests to lower or dispense with the errors and omissions liability insurance requirement contained in this Section for certain subconsultants of Consultant, on a case-by-case basis, depending on the nature and scope of the

Services to be provided by the subconsultant. Approval of such request shall be in writing, signed by the Commission's Contract Administrator.

27.4 Aircraft Liability Insurance. Prior to conducting any Services requiring use of aircraft, Consultant shall procure and maintain, or cause to be procured and maintained, aircraft liability insurance or equivalent form, with a single limit as shall be required by the Commission. Such insurance shall include coverage for owned, hired and non-owned aircraft and passengers, and shall name, or be endorsed to name, the Commission and its directors, officials, officers, employees and agents as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant.

27.5 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the Commission to add the following provisions to the insurance policies:

(a) General Liability.

(i) Commercial General Liability Insurance must include coverage for (1) bodily Injury and property damage; (2) personal Injury/advertising Injury; (3) premises/operations liability; (4) products/completed operations liability; (5) aggregate limits that apply per Project; (6) explosion, collapse and underground (UCX) exclusion deleted; (7) contractual liability with respect to this Agreement; (8) broad form property damage; and (9) independent consultants coverage.

(ii) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to this Agreement.

(iii) The policy shall give the Commission, its directors, officials, officers, employees, and agents insured status using ISO endorsement forms 20 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(iv) The additional insured coverage under the policy shall be "primary and non-contributory" and will not seek contribution from the Commission's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13, or endorsements providing the exact same coverage.

(b) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission and its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission and its directors, officials, officers, employees and agents, or if excess, shall stand in an

unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission and its directors, officials, officers, employees and agents shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(c) Workers' Compensation and Employers Liability Coverage.

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) The insurer shall agree to waive all rights of subrogation against the Commission, its directors, officials, officers, employees and agents for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) All Coverages.

(i) With the exception of professional liability coverage, defense costs shall be payable in addition to the limits set forth hereunder.

(ii) Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to the Commission and its directors, officials, officers, employees and agents as additional insureds under said policies. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

(iii) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Commission (if agreed to in a written contract or agreement) before the Commission's own insurance or self-insurance shall be called upon to protect it as a named insured. The umbrella/excess policy shall be provided on a "following form" basis with coverage at least as broad as provided on the underlying policy(ies).

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of

cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

(v) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(vi) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the Commission, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Commission has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Commission will be promptly reimbursed by Consultant or Commission will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(viii) Neither the Commission nor any of its directors, officials, officers, employees or agents shall be personally responsible for any liability arising under or by virtue of this Agreement.

Each insurance policy required by this Agreement shall be endorsed to state that:

27.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. If the Commission does not approve the deductibles or self-insured retentions as presented, Consultant shall guarantee that, at the option of the Commission, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Commission, its directors, officials, officers, employees and agents; or, (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

27.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Commission.

27.8 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Commission. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Commission before work commences. The Commission reserves the right to require complete, certified copies of all required insurance policies, at any time.

27.9 Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Commission that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Commission as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

27.10 Other Insurance. At its option, the Commission may require such additional coverage(s), limits and/or the reduction of deductibles or retentions it considers reasonable and prudent based upon risk factors that may directly or indirectly impact the Project. In retaining this option Commission does not warrant Consultant's insurance program to be adequate. Consultant shall have the right to purchase insurance in addition to the insurance required in this Section.

28. Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

As between Consultant and the construction contractors only, the construction contractors shall remain solely responsible for construction safety notwithstanding any safety obligations of Consultant at the jobsite. The foregoing sentence shall not impact

nor in any way modify or alter Consultant's indemnity and defense obligations to the Commission, as set forth in Section 26 of this Agreement, not any of Consultant's duties or obligations set forth under this Agreement, including the attached exhibits.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Commission has determined that the Project will contain areas that are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

29. Prohibited Interests.

29.1 Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Commission shall have the right to rescind this Agreement without liability.

29.2 Consultant Conflict of Interest.

(a) Consultant shall disclose any financial, business, or other relationship with Commission that may have an impact upon the outcome of this Agreement, or any ensuing Commission construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing Commission construction project, which will follow.

(b) Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of Services under this Agreement. Consultant agrees to advise Commission of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. Consultant further agrees to complete any statements of economic interest if required by either Commission or State law.

(c) Any subcontract in excess of \$25,000 entered into as a result of this Agreement, shall contain all of the provisions of this Article.

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

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

29.3 Commission Conflict of Interest. For the term of this Agreement, no member, officer or employee of the Commission, during the term of his or her service with the Commission, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

29.4 Conflict of Employment. Employment by the Consultant of personnel currently on the payroll of the Commission shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by the Consultant of personnel who have been on the Commission payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

29.5 Rebates, Kickbacks or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any Commission employee. For breach or violation of this warranty, Commission shall have the right in its discretion; to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

29.6 Employment Adverse to the Commission. Consultant shall notify the Commission, and shall obtain the Commission's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against the Commission during the term of this Agreement.

30. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

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

33. Disputes; Attorneys' Fees.

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

33.2. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and, all other costs of such actions.

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

35. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

36. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES
3801 University Avenue, Suite 300
Riverside, CA 92501
Attn: Darren J. Adrian

COMMISSION:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
Attn: Executive Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. mail, first class postage prepaid, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

37. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

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

39. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.
40. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
41. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.
42. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
43. Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
44. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
45. Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.
46. Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
47. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.
48. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement as though fully set forth herein.

49. No Waiver. Failure of Commission to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

50. Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[Signatures on following page]

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**SIGNATURE PAGE
TO
PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

EXHIBIT “A”

SCOPE OF SERVICES

[attached behind this page]

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Scope of Work Assumptions (12-30-2024)

Task 0	Project Management
---------------	---------------------------

Conduct a kick-off meeting and monthly Project Development Team (PDT) meetings. We have budgeted up to 14 PDT meetings.

Provide day-to-day communications and coordination with RCTC via email, phone, and video conferences. We have budgeted up to 14 video conferences with RCTC.

Conduct focus meetings and workshops with Caltrans. We have budgeted up to 14 focus meetings/workshops.

Prepare meeting agendas and minutes for the meetings listed above. Distribute meeting minutes within five working days after the meeting.

Prepare the Target Schedule and provide updates to reflect the Progress Schedule on a monthly basis (Microsoft Project).

Prepare Quality Control Plan and implement the plan with team members. Follow up on compliance as part of quality assurance. Submit the plan within 30 days of NTP.

Coordinate technical reviews of the project.

Provide monthly status reports with invoices.

Monitor budget and communicate status with RCTC.

Maintain project records using Caltrans Uniform Filing System.

Conduct day-to-day agency coordination to facilitate reviews and approvals.

Provide subconsultant coordination.

Provide supporting documentation related to scope of work defined herein.

Task 1	Provide Build Alternatives
---------------	-----------------------------------

Anticipate screening up to 5 build alternatives, and moving forward with up to 2 build alternatives for PSR-PDS evaluation. For each alternative, we will develop distinct pavement designs based on varying assumptions regarding traffic loading, soil information and variability. Traffic characterization will use available traffic projections, and geotechnical review will be based on provided subsurface data.

Utilize the AASHTO Pavement ME Design software to perform mechanistic-empirical pavement design analysis and provide design solutions that are calibrated to California-specific conditions. Design inputs include climate, traffic (types and frequencies of loads), material properties (Asphalt modulus, concrete strength, soil resilient modulus, etc.), and local calibration factors where applicable. Assume that we will have access to detailed traffic data, and also assume that utilizing standard material properties values is acceptable.

Assume Caltrans will perform safety analysis consistent with DIB 79-4. Team will coordinate as needed. Assume project will be 2R and not 3R project.

Assume no drainage evaluation is required. Hours are to write up that there is no drainage impacts for the project. Also as-built research and delineating the existing drainage system/patterns for use in the SWDR

Assume long form SWDR required due to disturbed area for construction staging independent of build alternative chosen - full depth replacements would require treatment - research time is for existing BMPs and to determine types of BMPs applicable to treatment requirements - Most work can be done in PAED for preferred alternative. Partial depth alts eliminate the treatment requirement.

Assume no utility impacts -no R/W Impacts. Assume all work done within state R/W.

Coordination with the geotechnical team for alignment of subsurface data, such as soil profiles and modulus values, with pavement design requirements. The geotechnical information will be thoroughly reviewed and grouped to provide different pavement designs. In addition, we assume that traffic control plans are not required. If needed, we can provide such plans for an additional cost. Field work and samples are not included.

Preliminary Materials Report (PMR) will be prepared. Team will perform a detail review of the existing roadway as-builts, existing subsurface borings and laboratory results, and current Caltrans Pavement Condition Reports for the project alignment. A PMR will be prepared to summarize the existing data, discuss existing pavement condition for the project alignment compared to the proposed pavement rehabilitation strategies, provided pavement strategies based on the current Caltrans HDM, identify investigation needs to cover any gaps of the existing information and provide recommendations about current design criteria and associated impacts. Field work and samples are not included.

CAD drawings will depict design layouts, geotechnical information, while GIS mapping will provide spatial analysis for pavement conditions and design alternatives. Assumptions include availability of accurate base mapping and topographical data.

LCCA (Life-Cycle Cost Analysis) RealCost software will be used to compare the long-term costs of the alternatives, including initial construction, maintenance, and rehabilitation. Cost assumptions will align with current unit rates and projected inflation trends over the analysis period. Assumptions include having access to recent bids from projects of the same nature.

Sustainability considerations, such as use of recycled materials and reduction of carbon footprint, will be integrated into the design where feasible. Assumptions will align with regional sustainability goals and industry best practices.

Assume no DSDD for exist and unchanged features. No HSM work needed.

Assume available aerial photos for the PSR-PDS (most recent available from August 2024), and limits of aerial mapping will be determined from that process (for PA/ED). No aerial mapping or surveys will be done during PSR-PDS.

Stage construction/MOT development to include preliminary traffic assessment (Moskowitz spreadsheet analysis) of associated mainline delay and queue impacts to assess compliance with DD-60-R2.

TMP data sheet to be prepared.

Task 2	Environmental Compliance
---------------	---------------------------------

Assume no community meetings for outreach during PSR-PDS phase.

Paleontological - The records search fee at the WSC will not exceed \$750.

Paleontological field survey will occur over one (1) day by one (1) paleontologist, including mobilization and demobilization.

Paleontological survey will be required over less than 50 acres of the Project site.

The Project site will be readily accessible during paleontological survey.

No paleontological resources will be discovered during the survey.

No paleontological resources will be collected during the survey.

Haz Mat: Field work will be done via vehicle trip through the corridor.

Haz Mat: Done per ASTM 1527-21

TEPA will be limited to the reporting of existing conditions since build alternatives will not generate more traffic or effect operations. Construction impacts to traffic studied as part of MOT/TMP and can be summarized in TEPA.

Vehicle-Miles Traveled Decision Document (VMTDD) to be prepared. Assumed that project will be exempt from VMT analysis.

Assume two rounds of comments for reports. If needed, comment/resolution workshop will be held to resolve final round of comments.

Task 3 | Funding, Programming, and Estimate

KH will support RCTC in the developing an understanding of available funding from toll revenue and how funds can be allocated over time to phase the project based on pavement rehab prioritization, construction phasing, and available funding. KH will deliver an expenditure plan that encompasses monthly allocation of funding (spreadsheet-based).

Task 4 | Delivery Schedule

KH will develop a project delivery schedule for up to two (2) alternatives.
Project delivery schedule will identify major milestones and dates through construction.
It is assumed that the project delivery schedule will be updated at the Draft Final and Final PSR-PDS submittals.

Task 5 | Identify Risks

KH will prepare and maintain a risk register for up to two (2) design alternatives.
It is assumed that the risk register will be updated at the Draft Final and Final PSR-PDS submittals.

Task 6 | PSR-PDS

The PSR-PDS will follow the Caltrans PDPM and the 7-30-2021 Appendix S PSR-PDS Template (confirmed to be the latest as of 12/30/24) and the scope summary list included in the RCTC cooperative agreement with Caltrans D8.
It is assumed that RCTC and OCTA will review each PSR-PDS submittal and comments will be addressed prior to submitting to Caltrans.
KH will prepare and submit a Draft PSR-PDS, a Draft Final PSR-PDS, and a Final PSR-PDS.
Any follow-up comments from Caltrans on the Final PSR-PDS will be addressed in one workshop intended to finalize the document for approvals. Additional comments are not anticipated after this point.
It is assumed that one set of consolidated comments will be received per submittal.
Excluded attachments from the PSR-PDS:
- RW Conceptual Cost Estimate
- Complete Street Decision Document

Task 7 | Optional PSR-PDS Tasks

If Complete Street Decision Document (CSDD) is required by Caltrans:
Initial meeting with Caltrans to discuss Complete Street Elements
Seek exemption from Complete Street Requirements
Prepare and Submit Draft CSDD
Address Caltrans Comments
Meeting with Caltrans Management (as requires below signatures)
Alexa Pok, District Complete Streets Coordinator
Ray Desselle, Deputy District Director, Planning
Jesus Galvan, Deputy District Director, Design
Catalino A. Pining III, District Director
Prepare and Submit Final CSDD

If Caltrans System Investment Strategy (CSIS) document is required by Caltrans, KH will prepare one (1) report documenting the project’s compliance with the State’s CAPTI principles.

EXHIBIT "B"
SCHEDULE OF SERVICES

[attached behind this page]

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Project Study Report – Project Development Support (PRS-PDS) For the 91 Express Lanes Major Pavement Rehabilitation Project - Draft Target Schedule

ID	Task Name	Duration	Start	Finish	Half 1, 2025					Half 2, 2025					Half 1, 2026					Half 2, 2026							
					J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	J	A	S	O
1	Project Initiation Document Phase	300 days	Mon 2/24/25	Tue 4/28/26	[Gantt bar for Project Initiation Document Phase]																						
2	Notice to Proceed	0 days	Mon 2/24/25	Mon 2/24/25	[Gantt bar for Notice to Proceed]																						
3	Develop Project Management Plan	15 days	Mon 2/24/25	Fri 3/14/25	[Gantt bar for Develop Project Management Plan]																						
4	Transportation Problem Definition and Site Assessment	50 days	Mon 2/24/25	Fri 5/2/25	[Gantt bar for Transportation Problem Definition and Site Assessment]																						
5	Review Existing Reports, Studies, Mapping	40 days	Mon 2/24/25	Fri 4/18/25	[Gantt bar for Review Existing Reports, Studies, Mapping]																						
6	Geotechnical Assessment	15 days	Mon 3/17/25	Fri 4/4/25	[Gantt bar for Geotechnical Assessment]																						
7	Hazardous Materials Assessment	15 days	Mon 3/17/25	Fri 4/4/25	[Gantt bar for Hazardous Materials Assessment]																						
8	Utility Search	10 days	Mon 3/17/25	Fri 3/28/25	[Gantt bar for Utility Search]																						
9	Environmental Constraint Identification	15 days	Mon 3/17/25	Fri 4/4/25	[Gantt bar for Environmental Constraint Identification]																						
10	Review Traffic Existing/Future Condition	30 days	Mon 3/17/25	Fri 4/25/25	[Gantt bar for Review Traffic Existing/Future Condition]																						
11	Problem/Deficiency Definition and Purpose and Need	50 days	Mon 2/24/25	Fri 5/2/25	[Gantt bar for Problem/Deficiency Definition and Purpose and Need]																						
12	Initial Alternatives Development	80 days	Mon 4/7/25	Tue 7/29/25	[Gantt bar for Initial Alternatives Development]																						
13	Develop Alternative Concepts	60 days	Mon 4/7/25	Mon 6/30/25	[Gantt bar for Develop Alternative Concepts]																						
14	Life Cycle Cost Analysis (LCCA)	60 days	Mon 4/7/25	Mon 6/30/25	[Gantt bar for Life Cycle Cost Analysis (LCCA)]																						
15	Safety Screening	60 days	Mon 4/7/25	Mon 6/30/25	[Gantt bar for Safety Screening]																						
16	Maintenance of Traffic Assessment	60 days	Mon 4/7/25	Mon 6/30/25	[Gantt bar for Maintenance of Traffic Assessment]																						
17	Local Agency Input	20 days	Tue 7/1/25	Tue 7/29/25	[Gantt bar for Local Agency Input]																						
18	Alternative Analysis	110 days	Wed 7/30/25	Tue 1/6/26	[Gantt bar for Alternative Analysis]																						
19	Refine Alternative Concepts	40 days	Wed 7/30/25	Wed 9/24/25	[Gantt bar for Refine Alternative Concepts]																						
20	Design Standard Risk Assessment	40 days	Wed 7/30/25	Wed 9/24/25	[Gantt bar for Design Standard Risk Assessment]																						
21	Utility Relocation Requirement Assessment	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for Utility Relocation Requirement Assessment]																						
22	TPSIS	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for TPSIS]																						
23	Drainage Review and SWDR	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for Drainage Review and SWDR]																						
24	ROW Requirements	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for ROW Requirements]																						
25	Estimate of Probable Construction Cost	20 days	Thu 9/11/25	Wed 10/8/25	[Gantt bar for Estimate of Probable Construction Cost]																						
26	TMP Data Sheet	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for TMP Data Sheet]																						
27	VMT Decision Document	30 days	Wed 7/30/25	Wed 9/10/25	[Gantt bar for VMT Decision Document]																						
28	Caltrans Review / Consensus of Alternative Analysis	80 days	Thu 9/11/25	Tue 1/6/26	[Gantt bar for Caltrans Review / Consensus of Alternative Analysis]																						
29	PEAR	140 days	Tue 7/1/25	Tue 1/20/26	[Gantt bar for PEAR]																						
30	Draft PEAR	70 days	Tue 7/1/25	Wed 10/8/25	[Gantt bar for Draft PEAR]																						
31	Final PEAR	70 days	Thu 10/9/25	Tue 1/20/26	[Gantt bar for Final PEAR]																						
32	PSR-PDS	175 days	Wed 8/20/25	Tue 4/28/26	[Gantt bar for PSR-PDS]																						
33	Draft PSR-PDS	70 days	Wed 8/20/25	Wed 11/26/25	[Gantt bar for Draft PSR-PDS]																						
34	Draft Final PSR-PDS	45 days	Fri 11/28/25	Tue 2/3/26	[Gantt bar for Draft Final PSR-PDS]																						
35	Final PSR-PDS	40 days	Wed 2/4/26	Tue 3/31/26	[Gantt bar for Final PSR-PDS]																						
36	Caltrans Concurrence	20 days	Wed 4/1/26	Tue 4/28/26	[Gantt bar for Caltrans Concurrence]																						
37	PID Phase Complete	0 days	Tue 4/28/26	Tue 4/28/26	[Gantt bar for PID Phase Complete]																						

EXHIBIT "C"
COMPENSATION PROVISIONS

[attached behind this page]

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EXHIBIT "C"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
Kimley-Horn and Associates	PSR-PDS Services	\$ 994,432.47
<i>Sub Consultants:</i>		
Bargas Environmental Consulting	Cultural Resources	34,179.53
Costin Public Outreach Group	Public Outreach	37,989.93
Group Delta Consultants	Geotechnical	50,951.80
Parsons	Environmental; Roadway; Structures; etc.	388,297.19
TOTAL COSTS		\$ 1,505,850.92

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

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DRAFT Agreement No. 08-1801

Project No.: 0825000067

EA: 08-1R480

08-RIV-91-0/8

COOPERATIVE AGREEMENT COVER SHEET

Work Description

THE RECONSTRUCTION OF THE STATE ROUTE 91 TOLL LANES WITH RIGID PAVEMENT TO PROVIDE THE REQUIRED SERVICE LIFE PER THE TOLL FACILITY AGREEMENT (TFA), FROM ORANGE/RIVERSIDE COUNTY LINE TO EAST OF THE JUNCTION OF INTERSTATE 15

Contact Information

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this AGREEMENT.

CALTRANS

David Maher, Project Manager

464 West Fourth Street

San Bernardino, CA 92401

Office Phone: (909) 371-6670

Email: david.maher@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Sri Srirajan, Senior Capital Projects Manager

4080 Lemon St. 3rd Floor

Riverside, CA 92501

Office Phone: (951) 206-3831

Email: ssrirajan@rctc.org

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RIGHT-CLICK AND UPDATE TOC FIELD

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COOPERATIVE AGREEMENT

This AGREEMENT, executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as RCTC.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System (SHS) per the California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *the reconstruction of the State Route 91 toll lanes with rigid pavement to provide the required service life per the Toll Facility Agreement (TFA), from Orange/Riverside County line to east of the junction of Interstate 15*, will be referred to hereinafter as PROJECT. RCTC desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report-Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as WORK:
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate 180 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. The following documents are attached to, and made an express part of this AGREEMENT:
 - Scope Summary
6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds committed in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. RCTC is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- RCTC is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

12. RCTC will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are implementing. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and concurrence.

13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. RCTC is the only PARTY committing funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.
15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.
16. PARTIES will not be reimbursed for costs beyond the funding commitments in this AGREEMENT.
17. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT, subject to program limitations, will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that RCTC's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.
22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

23. RCTC will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

24. As the PID IMPLEMENTING AGENCY, RCTC is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.

25. Should RCTC request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, RCTC agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.

~~26.~~ PARTIES agree to share work as shown in Attachment A – Scope Summary. CALTRANS will be responsible for completing the following PID activities:

<u>CALTRANS Work Breakdown Structure Identifier (If Applicable)</u>	<u>AGREEMENT Funded Cost</u>
<u>100.05.10.xx Quality Management</u>	<u>YES</u>
<u>150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping</u>	<u>YES</u>
<u>150.25.20 PID Circulation, Review, and Approval</u>	<u>YES</u>

~~27.~~ 26. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

~~28.~~ 27. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.

~~29.~~ 28. CALTRANS will actively participate in the Project Development Team meetings.

~~30.~~ 29. The PID will be signed on behalf of RCTC by a Civil Engineer registered in the State of California.

~~31.~~ 30. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to RCTC within 60 calendar days from the date CALTRANS received the draft PID from RCTC. RCTC will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by RCTC, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from RCTC.

After RCTC revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within 30 calendar days from the date CALTRANS received the revised draft PID from RCTC. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, RCTC will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after RCTC provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by RCTC under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

Additional Provisions

Standards

32.31. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

33.32. CALTRANS retains the right to reject noncompliant WORK. RCTC agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

34.33. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35.34. RCTC will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36.35. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. RCTC, their contractors, consultants, agents, and utility owners will not work within the SHS right-of-way without an encroachment permit issued by CALTRANS. CALTRANS will provide encroachment permits to RCTC at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

37.36. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38.37. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39.38. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 7921.505(c)(5) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40.39. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

41.40. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

42.41. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.

43.42. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of RCTC in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

44.43. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.

45.44. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

46.45. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47.46. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

48.47. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

49.48. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

50.49. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

~~51.~~50. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgments and Settlements

~~52.~~51. The cost of awards, judgments, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.

~~53.~~52. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

~~54.~~53. All portions of this AGREEMENT, including the RECITALS section, are enforceable.

Venue

~~55.~~54. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

~~56.~~55. All CALTRANS' obligations and commitments under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

~~57.~~56. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RCTC under this AGREEMENT. It is understood and agreed that RCTC, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RCTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

~~58.~~57. Neither RCTC nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its

contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless RCTC and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

~~59.58.~~ PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities in PARTIES not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

~~60.59.~~ PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

~~61.60.~~ Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

~~62.61.~~ A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

~~63.62.~~ If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

~~64.63.~~ PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of RCTC will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops

fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief and/or to preserve the statute of limitations, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

~~65.64.~~ PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

~~66.65.~~ When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

FUNDING SUMMARY

FUNDING TABLE				
<u>IMPLEMENTING AGENCY:</u>			<u>RCTC</u>	
Source	Party	Fund Type	PID	Totals
LOCAL	RCTC	Local	1,100,000	1,100,000
Totals			1,100,000	1,100,000

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SPENDING TABLE			
	PID		
Fund Type	CALTRANS	<u>RCTC</u>	Totals
Local	300,000	800,000	1,100,000
Totals	300,000	800,000	1,100,000

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Funding

~~67.66.~~ Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

~~68.67.~~ PARTIES will invoice for funds where the SPENDING TABLE shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, RCTC; will pay invoices within five (5) calendar days of receipt of invoice.

~~69.68.~~ If RCTC has received EFT certification from CALTRANS then RCTC will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.

~~70.69.~~ When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

~~71.70.~~ CALTRANS will invoice and RCTC will reimburse for actual costs incurred and paid.

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SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA DEPARTMENT
OF TRANSPORTATION**

Catalino A. Pining III
District 8 Director

Verification of Funds and Authority:

Corina Harriman
District Budget Manager

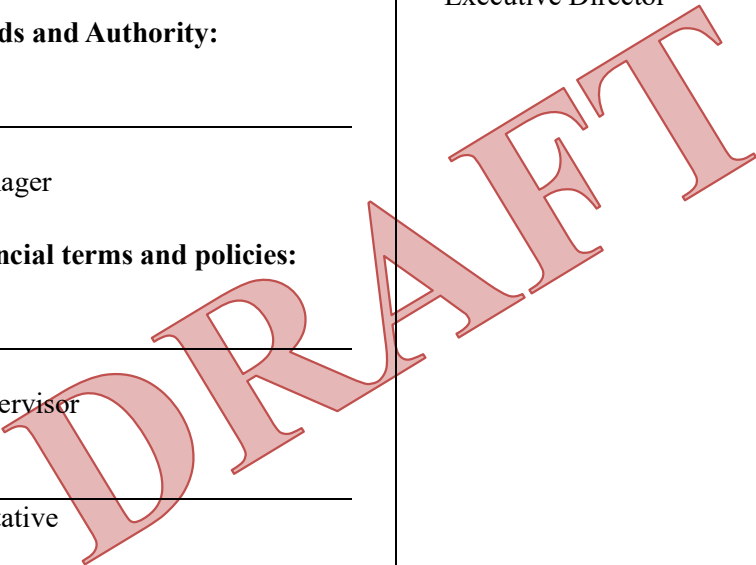
Certified as to financial terms and policies:

Darwin Salmos
HQ Accounting Supervisor

HQ Legal Representative
HQ Legal Rep Title

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

Aaron Hake
Executive Director



AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	January 27, 2025
TO:	Toll Policy and Operations Committee
FROM:	Lisa Mobley, Administrative Services Director/Clerk of the Board
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Election of Officers

STAFF RECOMMENDATION:

This item is for the Committee to:

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

BACKGROUND INFORMATION:

At its April 11, 2018 Executive Committee meeting, the Executive Committee approved the formation of a standing Toll Policy and Operations Committee.

Subject to supervision by the Commission, the jurisdiction of the Toll Policy and Operations Committee shall be as follows: policies involving the Commission’s toll facilities, setting tolls or rates, considering contracts with vendors working on the toll program, statewide and federal legislative issues regarding tolling, outreach and marketing of the toll facilities, interactions with neighboring jurisdictions regarding toll matters, user-based funding programs and future opportunities for toll facility development in Riverside County.

This committee meets on an as needed basis. Membership shall be comprised of up to 11 regular members of the Commission selected by the Chair.

The election of officers for the full Commission and its Committees are held on an annual basis. Commissioner Clint Lorimore was elected as Chair and Commissioner Brian Berkson was elected as Vice Chair as the Toll Policy and Operations Committee’s officers in January 2024.

Once the election has been conducted, the new Chair and Vice Chair will immediately be seated in their new positions.

Past Chair of the Toll Policy and Operations Committee are as follows:

- 2019 – Brian Berkson, City of Jurupa Valley
- 2020 – Brian Berkson, City of Jurupa Valley
- 2021 – Lloyd White, City of Beaumont
- 2022 – Ben Benoit, City of Wildomar
- 2023 – Michael Vargas, City of Perris
- 2024 – Clint Lorimore, City of Eastvale