



SPECIAL MEETING AGENDA

Toll Policy and Operations Committee

Time: 11:00 a.m. Or Immediately Following the Budget and Implementation Committee Meeting

Date: June 24, 2024

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

Indian Wells City Hall
44950 Eldorado Drive
Indian Wells, CA 92210

COMMITTEE MEMBERS

Clint Lorimore, **Chair** / Todd Rigby, City of Eastvale

Dana Reed / Donna Griffith, City of Indian Wells

Brian Berkson, **Vice Chair** / Guillermo Silva, City of Jurupa Valley

Michael M. Vargas / Rita Rogers, City of Perris

Jeremy Smith / Jennifer Dain, City of Canyon Lake

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*

11:00 a.m.

**Or Immediately Following the Budget and Implementation Committee Meeting
Monday, June 24, 2024**

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Indian Wells, CA 92210**

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 – MARCH 25, 2024

Page 1

7. EXPRESS LANES ROAD PAVEMENT ANALYSIS SERVICES

Overview

Page 6

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

- 1) Award Agreement No. 24-31-088-00 to Kimley-Horn and Associates for Express Lanes Road Pavement Analysis Services for a six-year term in the amount of \$1,072,613 plus a contingency in the amount of \$107,261, for a not to exceed amount of \$1,179,874; 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 OCCUPANCY DETECTION SYSTEM CHANGE ORDER AND RESOLUTION FOR OCCUPANCY CORRECTION FEE

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Overview

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

- 1) Authorize Change Order No. 036 to the Kapsch TrafficCom Agreement No. 16-31-043-00 for installation, operations and maintenance of the lane system Occupancy Detection System (ODS) in the amount of \$7,788,289;
- 2) Authorize Change Order No. 07 to the Cofiroute USA Agreement No. 19-31-059-00 for the enforcement of the Occupancy Detection System in an amount not to exceed \$642,953; and
- 3) Adopt Resolution No. 24-004, *“Regarding the Revised 91 Express Lanes Transponder and Customer Account Plan Fee Policies.”*

9. DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AGREEMENT FOR EXPRESS LANES ENFORCEMENT

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Overview

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

- 1) Approve Agreement No. 24-31-082-00 with the Department of California Highway Patrol (CHP) for enforcement on the express lanes for six-year term in the amount of \$9,000,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

10. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

11. EXECUTIVE DIRECTOR REPORT

12. COMMISSIONER COMMENTS

Overview

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

13. ADJOURNMENT

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

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

Monday, March 25, 2024

1. CALL TO ORDER

The meeting of the Toll Policy and Operations Committee was called to order by Chair Clint Lorimore at 2:30 p.m. in the March Field Conference Room at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California 92501.

2. ROLL CALL

Members Present

Brian Berkson*
Clint Lorimore
Dana Reed
Michael M. Vargas

*Arrived after the meeting was called to order.

Members Absent

Jeremy Smith

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/Reed) to approve the following Consent Calendar item(s):

6A. APPROVAL OF THE MINUTES – JANUARY 25, 2024

7. EXPRESS LANES CHANNELIZER AGREEMENT

Andrew Hedy, Toll Systems Engineer, provided an overview for the agreement with Statewide Traffic Safety and Signs for channelizers for the express lanes.

In response to Chair Lorimore's question for the cost per channelizer, Andrew Hedy replied it is broken up between the three years and it ranges from \$31.75 to \$33.69.

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

- 1) Award Agreement No. 24-31-060-00 to Statewide Traffic Safety and Signs for channelizers for the express lanes for a three-year term in the amount of \$693,727;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 3) Authorize the Executive Director, or designee, to execute purchase orders to the vendor under the terms of the agreement.**

At this time, Commissioner Brian Berkson joined the meeting.

8. AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES WITH KAPSCH TRAFFICOM USA INC. TO EXTEND THE TERM OF THE CONTRACT

Reinland Jones, Toll Technology Manager, presented an update on the amendment with Kapsch TrafficCom USA Inc. (Kapsch) for the Interstate 15 Express Lanes Project Toll Services, highlighting the following:

- Non-competitive procurement
 - The Commission found it is in the best interest of the public and the commission to negotiate an extension of Kapsch agreement (February 14, 2024)
 - ✓ Significant cost savings
 - ✓ Reduction of risks
 - ✓ Continuity of services
- Negotiated elements
 - Replacement of aged equipment near end of current agreement (2031)
 - Extension of operate and maintain term (2031-2041)
- Equipment replacement
 - Agreed to a list of equipment to be replaced
 - Agreed to change from on-premise data storing to a virtual cloud solution
 - Established work plan for the equipment replacement
 - Established payment milestones
 - Established document requirements
 - Agreed to inflation adjustment terms
- Equipment replacement cost

- Operate and maintain
 - Agreed to retain the current scope of services with the addition of the cloud services
 - ✓ System maintenance and repair
 - ✓ Traffic operations staffing
 - ✓ Customer service staffing
 - ✓ Finance and administration
 - ✓ Documentation
 - Agreed to variable cost volumes (accounts and violation notices)
 - Agreed to inflation adjustment terms
- Operate and maintain cost
- Negotiation summary
 - No changes to existing scope of services other than the change to the virtual cloud
 - Leverage existing design and documentation work reducing risks and costs
 - Agree with the proposed equipment replacement list and work plan approach
 - Costs for equipment replacement are \$4 million less than independent estimate
 - Costs for annual operate and maintain are consistent with today's agreement
- Amendment summary
- 10 percent contingency
 - CPI greater than 4 percent
 - Variable account and violation volumes
 - Unforeseen policy or legislative changes
- Pass-through costs
 - Variable costs such as credit card processing fees, postage costs, bank fees, and customer material print costs
 - Reimbursable up to \$8 million over 10 years
- Best interest of public and the Commission
 - \$40 million on estimated savings, minimizing use of excess toll revenue
 - Minimizes disruption to service
 - Prevents changes to existing civil infrastructure
 - Reduces risk of issues with a replacement system
 - Allows for planning for 15 north and south extension (San Bernardino County Transportation Authority)

In response to Commissioner Vargas' question who the administrator is when it comes to the cloud, Reinland Jones replied it is the the contractors.

Commissioner Vargas clarified that no one from RCTC has had the privileges. Reinland Jones replied that staff can request for it but typically they require to provide the security protocols, so staff has them manage that piece of it.

In response to Commissioner Vargas' question everything falls on them if there is a problem, Reinland Jones replied they hold the insurance and liability they provide.

Chair Lorimore stated that these are some big numbers and there are never any cents involved and clarified they just do everything in even dollar amounts. Reinland Jones replied there are many cents involved and noted if the cents do not line up exactly then he knows there is a problem, and he needs to find out why it is not aligning exactly right. In response to Chair Lorimore's question if he rounds up or down, Reinland Jones replied he does not round.

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

- 1) **Approve Agreement No. 16-31-043-04, Amendment No. 4 to Agreement No. 16-31-043-00 (the Amendment), with Kapsch TrafficCom USA Inc. (Kapsch) for the Toll Services Contract for 15 Express Lanes Project to extend the term by 10 years, in the amount of \$170,910,951, plus a contingency in the amount of \$17,091,096, for a not to exceed amount of \$188,002,047;**
- 2) **Authorize the payment of pass-through items in an amount not to exceed \$8 million for the extended term;**
- 3) **Determine that award of the Amendment to Kapsch is in the best interest of the public and the Commission; and**
- 4) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the Amendment 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

Anne Mayer:

- Expressed appreciation to the toll team for such an outstanding job with this item. Being able to manage the 91 and the 15 taking them both to dynamic pricing, working with their vendors, and then coming up with the proposal that is going to save the Commission money, minimize disruption, and the negotiations with Kapsch were well done. She thanked the Commissioners who are willing to support this effort and to the toll team for doing such an outstanding job.

11. COMMISSIONER COMMENTS

- 11A.** Commissioner Reed requested to revisit expanding the toll network as the 91 was going to go into Riverside but that was put on the back shelf, and there is a plan

to expand the toll network to go around up into SR-60 and he requested to put this on the agenda for future consideration after the election.

Anne Mayer replied that the city of Riverside has now indicated an interest in having those conversations and the RCTC Traffic Relief Plan does include express lanes. There is particular interest in the SR-60 and I-215 from the city of Riverside and then they also are currently evaluating an I-10 express lane between SR-60 and SR-111, so on a go forward basis that is the conversation all the Commissioners will have.

Commissioner Reed replied while he has been following the expenditure plan, he has really been focusing on the Coachella Valley and was not aware it was in there and apologized for taking up everyone's time.

Anne Mayer replied to be fair it is going to be in the updated version of the Traffic Relief Plan that will be seen in April 2024 as the draft did not have those in it, but due to their meetings with the city of Riverside they have asked for them to be included.

Commissioner Reed thanked Anne Mayer as that is very encouraging news. He then asked if there were any other toll roads that have been suggested by their visits to various city councils.

Steve DeBaun stated this is a Brown Act meeting and they do not have this on the agenda. In response to Commissioner Reed's request for Anne Mayer to call him if there are any others, Anne Mayer replied yes.

12. ADJOURNMENT

There being no further business for consideration, Commissioner Berkson adjourned the meeting at 2:52 p.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 line extending to the right.

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 24, 2024
TO:	Toll Policy and Operations Committee
FROM:	Reinland Jones, Toll Technology Manager
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	Express Lanes Road Pavement Analysis Services

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 24-31-088-00 to Kimley-Horn and Associates for Express Lanes Road Pavement Analysis Services for a six-year term in the amount of \$1,072,613 plus a contingency in the amount of \$107,261, for a not to exceed amount of \$1,179,874; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The 91 Express Lanes, constructed in 2017, were built on pavement with a service life ending in 2030. The financial plan for the 91 Express Lanes includes the cost for a complete replacement of the 91 Express Lanes pavement in 2030. The heavy rains over the past few years, construction of the 15/91 Express Lanes Connector, and other projects in the area have shortened the pavement life in some sections of the 91 Express Lanes. A review of the pavement, performed in 2023, indicated that 128 slabs require immediate replacement.

The 2030 full pavement replacement project planning is underway, but the Express Lanes require pavement maintenance until that time. The Commission contracts with Caltrans for maintenance of the Express Lanes, but Caltrans has indicated that they do not have the resources to perform the slab replacements. The Commission will be issuing a request for proposal for pavement maintenance until the full pavement replacement in 2030.

DISCUSSION:

To better understand the pavement maintenance needs, a request for proposal was issued for pavement analysis services. The statement of work for the pavement analysis RFP, includes biennial pavement surveys in 2024, 2026 and 2028 for both the 91 and 15 Express Lanes. These surveys will allow staff to adequately plan for pavement maintenance while ensuring the Express Lanes are maintained in a condition which is safe and enjoyable.

The pavement analysis firm will inspect the pavement visually and using specialized survey equipment. Once the data is collected, they will provide a pavement analysis report indicating which slabs require repair and rehabilitation. They will also provide plans for staff to use when engaging the pavement maintenance firm to perform the work.

Procurement Process

Staff determined the weighted factor method of source selection to be the most appropriate for this procurement, as it allows the Commission to identify the most advantageous proposal with price and other factors considered. Non-price factors include elements such as qualifications of firm, personnel, and the ability to respond to the Commission’s needs for express lanes road pavement analysis services as set forth under the terms of the Request for Proposals (RFP) No. 24-31-088-00.

RFP No. 24-31-088-00 for express lanes road pavement analysis services was released by staff on April 29, 2024. The RFP was posted on the Commission’s PlanetBids website, which is accessible through the Commission’s website. Through the PlanetBids site, 45 firms downloaded the RFP; six of these firms are located in Riverside County. A pre-proposal conference was held on May 6, 2024 and attended by two firms. Staff responded to all questions submitted by potential proposers prior to the May 13, 2024 clarification date. Two firms – Applied Research Associates (Albuquerque, NM); and Kimley-Horn and Associates (Riverside, CA) – submitted a proposal prior to the 2:00 p.m. submittal deadline on May 28, 2024. Utilizing the evaluation criteria set forth in the RFP, the proposal was evaluated and scored by an evaluation committee comprised of Commission staff.

As a result of the evaluation committee’s assessment of the written proposals, the evaluation committee recommends contract award to Kimley-Horn and Associates to perform the express lanes road pavement analysis services for a six-year term, in the amount of \$1,072,613, plus a ten percent contingency amount of \$107,261, for a total amount not to exceed \$1,179,874, as this firm earned the highest total evaluation score. Contingency work, which will be subject to Executive Director or designee approval, includes additional service needs.

The overall evaluation ranking, based on highest to lowest total evaluation score, and the total price are presented in the following table.

Firm	Price	Overall Ranking
Kimley-Horn and Associates	\$1,072,613	1
Applied Research Associates	\$2,164,150	2


The Commission’s model professional services agreement will be entered into with Kimley-Horn and Associates subject to any changes approved by the Executive Director, and pursuant to legal counsel review. Staff oversight of the contract will maximize the effectiveness of the firm and minimize costs to the Commission.

STAFF RECOMMENDATION:

Pavement maintenance is an important part of the Express Lanes on-going maintenance program. The Express Lanes pavement analysis firm will provide critical information as to what pavement requires maintenance. Staff recommends the award of Agreement No. 24-31-088-00 to Kimley-Horn and Associates for Express Lanes Pavement Analysis Services for a six-year term in the amount of \$1,072,613 plus a contingency in the amount of \$107,261, for a not to exceed amount of \$1,179,874.

FISCAL IMPACT:

The Fiscal Year 2024/25 budget includes the required amount for Express Lanes Road Pavement Analysis Services for the first year. The funding source is both I-15 and SR-91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	FY 2024/25: \$337,942 FY 2025/26+: \$841,932
Source of Funds:	15 and 91 Toll Revenues		Budget Adjustment:		N/A
GL/Project Accounting No.:	009199 73305 00000 0000 591 31 73301		\$589,937		
	001599 73305 00000 0000 515 31 73301		\$589,937		
Fiscal Procedures Approved:				Date:	06/07/2024

Attachment: Draft Agreement No. 24-31-088-00 with Kimley-Horn and Associates

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR EXPRESS LANES PAVEMENT MANAGEMENT
SERVICES WITH KIMLEY-HORN AND ASSOCIATES**

1. PARTIES AND DATE.

This Agreement is made and entered into this __ day of _____, 2024, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **KIMLEY-HORN AND ASSOCIATES** ("Consultant"), a **CORPORATION**.

2. RECITALS.

2.1 Consultant desires to perform and assume responsibility for the provision of certain professional consulting services required by Commission on the terms and conditions set forth in this Agreement. Consultant represents that it is a professional consultant, experienced in providing express lanes pavement management services to public clients, is licensed in the State of California, and is familiar with the plans of Commission.

2.2 Commission desires to engage Consultant to render certain consulting services for the **Express Lanes Pavement Management Services** Project ("Project") as set forth herein.

3. TERMS.

3.1 General Scope of Services. Consultant promises and agrees to furnish to Commission all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide professional consulting services and advice on various issues affecting the decisions of Commission regarding the Project and on other programs and matters affecting Commission, hereinafter referred to as "Services". The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

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

3.4 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant under its supervision. Consultant will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Consultant on an independent contractor basis and Consultant is not an employee of Commission. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall not be employees of Commission and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Consultant has represented to Commission that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Consultant cannot agree as to the substitution of key personnel, Commission shall be entitled to terminate this Agreement for cause, pursuant to provisions of Section 3.16 of this Agreement. The key personnel for performance of this Agreement are as follows: _____.

3.7 Commission's Representative. Commission hereby designates **Executive Director**, or his or her designee, to act as its representative for the performance of this Agreement ("Commission's Representative"). Commission's representative shall have the power to act on behalf of Commission for all purposes under

this Agreement. Consultant shall not accept direction from any person other than Commission's Representative or his or her designee.

3.8 Consultant's Representative. Consultant hereby designates **Darren J. Adrian, P.E.** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.9 Coordination of Services. Consultant agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, consultants and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Consultant shall perform the Services under this Agreement in a skillful and competent manner, consistent with the standard generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from Commission, any Services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein, and shall be fully responsible to the Commission for all damages and other liabilities provided for in the indemnification provisions of this Agreement arising from the Consultant's errors and omissions.

3.11 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold Commission, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.12 Insurance.

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

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

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

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

3.12.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 [per claim. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

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

(A) General Liability.

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

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

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the Commission, its directors, officials, officers, employees and agents shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Commission, its directors, officials, officers, employees and agents, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its directors, officials, officers, employees and agents shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability

Coverage.

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

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

(D) All Coverages.

(i) Defense costs shall be payable in addition to the limits set forth hereunder.

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

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

(iv) Consultant shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Commission at least ten (10) days prior to the effective date of cancellation or expiration.

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

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

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

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

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

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

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

3.12.7 Verification of Coverage. Consultant shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this

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

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

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

3.14 Fees and Payment.

3.14.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto. The overhead rates included in the attached Exhibit "C" shall be fixed for the term of the Master Agreement, and shall not be subject to adjustment, unless required by the applicable funding source. The total compensation shall not exceed **one million seventy-two thousand six hundred thirteen (\$1,072,613.00)** without written approval of Commission's Executive Director ("Total Compensation"). Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.14.2 Payment of Compensation. Consultant shall submit to Commission a monthly statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Commission shall, within 45

days of receiving such statement, review the statement and pay all approved charges thereon.

3.14.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by Commission.

3.14.4 Extra Work. At any time during the term of this Agreement, Commission may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Commission to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from Commission's Executive Director.

3.15 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred and fees charged under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Commission during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.16 Termination of Agreement.

3.16.1 Grounds for Termination. Commission may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof. Upon termination, Consultant shall be compensated only for those services which have been fully and adequately rendered to Commission through the effective date of the termination, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.16.2 Effect of Termination. If this Agreement is terminated as provided herein, Commission may require Consultant to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.16.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

CONSULTANT:

Kimley-Horn and Associates
3801 University Avenue
Ste.300
Riverside, CA 92501
Attn: Darren J. Adrian, P.E.

COMMISSION:

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

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

3.18 Ownership of Materials/Confidentiality.

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

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

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

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

3.18.2 Intellectual Property. In addition, Commission shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited

to, physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Consultant under this Agreement.

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

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

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

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

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

3.18.4 Infringement Indemnification. Consultant shall defend, indemnify and hold the Commission, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by Commission of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.19 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.20 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

3.21 Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of Commission's choosing), indemnify and hold Commission, its directors, officials, officers, employees, consultants, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to alleged negligent acts, omissions, or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of consequential damages, expert witness fees, and attorneys fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against Commission, its directors, officials, officers, employees, consultants, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its directors, officials, officers, employees, consultants, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse Commission and its directors, officials, officers, employees, consultants, agents, and/or volunteers, for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Commission, its directors, officials officers, employees, consultants, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by

a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

Consultant's obligations as set forth in this Section shall survive expiration or termination of this Agreement.

3.22 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be supplemented, amended, or modified by a writing signed by both parties.

3.23 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County.

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

3.25 Commission's Right to Employ Other Consultants. The Commission reserves the right to employ other consultants in connection with this Project.

3.26 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of Commission.

3.27 Prohibited Interests and Conflicts.

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

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

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

caused by and or dependent upon the Consultant securing this or related Agreements with the Commission, is prohibited.

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

3.28 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of Commission's Disadvantaged Business Enterprise program, Affirmative Action Plan or other related Commission programs or guidelines currently in effect or hereinafter enacted.

3.29 Subcontracting. Consultant shall not subcontract any portion of the work or Services required by this Agreement, except as expressly stated herein, without prior written approval of the Commission. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.30 Prevailing Wages. By its execution of this Agreement, Consultant certified that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The Commission shall provide Consultant with a copy of the prevailing rate of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the Commission, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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

Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

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

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

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

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

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

3.34 Subpoenas or Court Orders. Should Consultant receive a subpoena or court order related to this Agreement, the Services or the Project, Consultant shall

immediately provide written notice of the subpoena or court order to the Commission. Consultant shall not respond to any such subpoena or court order until notice to the Commission is provided as required herein, and shall cooperate with the Commission in responding to the subpoena or court order.

3.35 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

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

3.37 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

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

3.40 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

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

3.43 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein, without the prior written consent of the Commission. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.44 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

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

[Signatures on following page]

DRAFT

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AGREEMENT FOR [__ DESCRIPTION OF SERVICES __] SERVICES
WITH [__ CONSULTANT __]**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONSULTANT
KIMLEY-HORN AND ASSOCIATES**

By: _____
**Aaron Hake
EXECUTIVE DIRECTOR**

By: _____
Signature

Name

Title

Approved as to Form:

Attest:

By: _____
Best Best & Krieger LLP
General Counsel

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

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

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

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT]

DRAFT

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1 Glossary of Terms

Term	Definition
15/91 Express Connector	Connector linking the Interstate 15 (I-15) Express Lanes to the State Route 91 (SR 91) Express Lanes. The connector provides a connection from the eastbound SR 91 Express Lanes to the northbound I-15 Express Lanes and from the southbound I-15 Express Lanes to the westbound SR 91 Express Lanes.
AC	Asphalt Concrete
Automated Pavement Condition Survey (APCS)	A systematic assessment of the condition of road surfaces and pavements conducted utilizing instruments such as lasers, cameras, and sensors mounted on vehicles or drones to collect data on various pavement distresses, including cracks, potholes, rutting, and surface roughness.
Caltrans	California Department of Transportation.
Consultants	HNTB is the consultant hired by the Riverside County Transportation Commission (RCTC) to provide engineering support services.
Coring	Process of extracting cylindrical samples from concrete. The extracted cores provide valuable information about the composition, structure, properties, and integrity of the concrete being sampled.
DMS	Document Management System.
Dynamic Core Penetrometer (DCP)	A portable soil testing device used to assess soil strength and compaction characteristics. The resistance encountered during penetration indicates soil density, strength, and load-bearing capacity.
Falling Weight Deflectometer (FWD)	A portable device used in pavement analysis to assess the structural capacity and condition of road pavements.
Fugro Consultants	Consultant contracted by RCTC to perform the initial automated condition distress survey on the State Route 91 (SR 91) Express Lanes in 2023.
Ground Penetrating Radar (GPR)	A geophysical technique for subsurface exploration via the use of electromagnetic pulses to create subsurface images.

Term	Definition
Interstate 15 (I-15) Express Lanes	The I-15 Express Lanes are designated toll lanes I-15 that are physically separated from general traffic lanes by barriers or markings. These lanes operate in the median of I-15, covering an approximate 15-mile segment between State Route (SR) 60 in the north and Cajalco Road in the south. RCTC owns and operates these lanes.
JPCP	Jointed Plane Concrete Pavement
Nondestructive Deflection Testing (NDT)	A pavement testing method that assesses the strength and stability of structures without causing damage. It involves applying a load and measuring the resulting deflection. Devices like falling weight deflectometer and dynamic cone penetrometer are commonly used. This method provides insights into the structure's condition, aiding in maintenance decisions.
Notice to Proceed (NTP)	Formal document issued by RCTC to the Proposer, authorizing them to begin work on a Project.
Pavement Data Collection and Analysis Approach Document(s)	Document(s) provided by the Proposer detailing the proposed methods of pavement analyses and pavement preservation methods. The Proposer will provide these documents to RCTC prior to data collection and analysis.
Pavement Management Plan(s) (PMPs)	Document provided by the Proposer detailing the recommended pavement management strategies for the I-15 and SR 91 Express Lanes. The PMP includes the prioritization of maintenance and rehabilitation activities and recommended rehabilitation strategy.
Pavement Management Report(s) (PMR[s])	Document(s) provided by the Proposer detailing the analysis of the condition and performance of the pavement along the I-15 and SR 91 Express Lanes.
Progress Report	Report prepared by the Proposer detailing the progress of the Project. The report includes a written narrative and an updated bar-chart format of the Project Schedule.
Project	The total work set forth in this Statement of Work and Requirements. Work encompasses the pavement analysis of the RCTC I-15 and SR 91 Express Lanes and accompanying deliverables.
Project Schedule	The detailed schedule developed and maintained by the Proposer that outlines the Project tasks, milestones, and timelines. The Project Schedule is subject to approval by RCTC

Term	Definition
Proposer	An entity that has submitted a Proposal on this Request for Proposal (RFP).
Quality and Safety Program	Document prepared by the Proposer defining methodologies, standards, criteria, activities, tools, and resources for managing work products. The program addresses early Project activities, quality assurance, and review procedures.
RCTC	Riverside County Transportation Commission.
RFP	Request for Proposals
State Route 91 (SR 91) Express Lanes	The SR 91 Express Lanes are designated toll lanes running along State Route 91 that are physically separated from the main traffic arteries by barriers or markings. RCTC owns and operates the 8--mile stretch of lanes between the Orange County / Riverside County line in the west and ending approximately a mile past the I-15 in the east.
Subcontractor	Any person, firm, or corporation, other than the Proposer's employees, who contracts to furnish labor, or labor and materials in connection with the Project, whether directly or indirectly, on the Proposer's behalf and whether or not in privity with the Proposer.
Work Plan	Detailed plan provided by the Proposer specifying steps, resources, schedule, permits and any other tasks required to perform the specified work.

2 Project Description

2.1 Introduction

The Riverside County Transportation Commission (RCTC) is seeking qualified professionals to perform pavement analyses of the Interstate 15 (I-15) Express Lanes and State Route 91 (SR 91) Express Lanes to assess the current condition of pavement in the Express Lanes.

Descriptions for each express lane are as follows:

- I-15 Express Lanes:
 - I-15 Express Lanes operate in the median of I-15, covering an approximate 15-mile segment between Cajalco Road in the south and State Route 60 (SR 60) in the north.
 - The nearest post mile markers for the south and north ends of the I-15 Express Lanes are 36 and 51, respectively.
 - Located within I-15, the I-15 Express Lanes consist primarily of two travel lanes but varies from one to three travel lanes in both northbound and southbound directions. All lanes including ingress only, egress only, ingress/egress, connectors, auxiliary lanes shall be included.
 - These lanes primarily feature Jointed Plain Concrete Pavement (JPCP) and are separated from the adjacent, general-purpose travel lanes by three-foot high plastic delineators, placed at 12-foot intervals within striped buffers that vary from 2 to 12 feet in width.
 - The travel lanes are generally 11 to 12 feet wide, covering a cumulative length of approximately 60 lane-miles. Shoulder widths vary from 2 to 10 feet in both directions.
 - The lane adjacent to the general-purpose lanes includes channelizers, which serve as a buffer between the express lanes and general-purpose lanes. RCTC maintains these channelizers.
- SR 91 Express Lanes:
 - The RCTC-owned portion of the SR 91 Express Lanes operates in the median of SR 91, spanning an 8-mile stretch from the Orange County / Riverside County line in the west and ending approximately a mile past the I-15 in the east.
 - The nearest post mile markers for the west and east ends of the SR 91 Express Lanes are 1 and 7, respectively.
 - Located within SR 91, the SR 91 Express Lanes consist of one to four travel lanes in both eastbound and westbound directions. All lanes including ingress only, egress only, ingress/egress, connectors, auxiliary lanes shall be included. The predominant pavement type is JPCP with portions of Asphalt Concrete (AC) pavement.

- Similar to the I-15 Express Lanes, these lanes are separated from the adjacent concrete pavement, general-purpose travel lanes by three-foot high, plastic delineators, placed at 12-foot intervals within striped buffers that range from 2 to 12 feet in width.
- The travel lanes are generally 11 to 12 feet wide, spanning a cumulative length of approximately 32 lane-miles. Shoulder widths range from 2 to 10 feet in both directions.
- The lane adjacent to the general-purpose lanes includes channelizers, which serve as a buffer between the express lanes and general-purpose lanes. RCTC maintains these channelizers.

In addition to the I-15 and SR 91 Express Lanes, the Proposer shall consider the 15/91 Express Connector to be within Project limits. Any required rehabilitation work for the connector shall be reported to and performed by Caltrans.

In December of 2023 RCTC had a consultant conduct a distress survey revealing certain areas of the SR 91 Express Lanes require repair or replacement. No such assessment has been done for the I-15 Express Lanes. The pavement life for the 91 Express Lanes is estimated to end around 2030. RCTC is undergoing a separate effort for replacement of all pavement. This RFP is for bi-annual pavement analysis to support the repair and replacement of pavement as needed beginning in 2023 and ending in 2029.

Figure 1 below illustrates the limits of the I-15 Express Lanes in Riverside County in orange. The limits of SR 91 Express Lanes in both Orange County and Riverside County are shown in blue.

Figure 1 - Project Limits Map



2.2 Statement of Intent

The Proposer shall participate in a six-year pavement analysis program that provides qualified personnel to perform technical pavement analyses for the I-15 and SR 91 Express Lanes. The analyses are intended to enable RCTC to make appropriate financial and decisions concerning pavement rehabilitation options. Data should be obtained every two years to compare with previous data to be able to reevaluate the rehabilitation. An analysis shall be provided for each of the Express Lanes which includes an assessment in a Pavement Management Report (PMR) and provides a recommended pavement rehabilitation strategy in a Pavement Management Plan (PMP). The PMP shall include prioritization of work within specified sections of each Express Lane and shoulders., as well as life expectancy courses of action for the existing pavement. The Proposer shall provide updated assessments on a biennial basis for the program's six-year period. It is possible the 91 Express Lanes pavement analysis in Package 3 may not be required if the 91 Express Lanes full pavement replacement program occurs prior to 2031. The recommended rehabilitation strategy must be organized by year, with subsequent revisions made following the biennial updated assessment for each of the Express Lanes.

The timeline will be as follows:

Package 1 - Year 1, (Projected September 2024) – Collect data and develop separate PMRs and PMPs for both the SR 91 Express Lanes and I-15 Express Lanes. In year 1, the 91 Express Lanes should be prioritized.

Package 2 - Year 3 (Projected May 2027) – Collect new data and update the PMRs and PMPs for both the SR 91 Express Lanes and I-15 Express Lanes.

Package 3 - Year 5 (Projected May 2029) – Collect new data and update the PMRs and PMPs for both the SR 91 Express Lanes and I-15 Express Lanes. The SR91 Express Lanes work may not be needed.

All analyses shall conform to current Caltrans pavement maintenance and rehabilitation manuals and practices. Analyses shall include both field sampling and testing, as well as Nondestructive Testing Methods (coring, sampling of base/subgrade, Dynamic Cone Penetrometer (DCP)). Nondestructive testing methods can include Ground Penetrating Radar (GPR) or Falling Weight Deflectometer (FWD) to evaluate pavement strength, surface roughness and smoothness testing to evaluate rideability, friction testing to evaluate skid resistance, and pavement surface and subsurface condition evaluation. The Automated Pavement Condition Survey (APCS) Vehicle and associated reports are required as part of the data collection.

3 Statement of Services

3.1 Project Management

The Proposer shall provide overall execution of the Project, including coordination with RCTC, Consultants, and Caltrans, tracking progress of the work, preparing invoices, and conducting Project meetings.

The Proposer shall provide an experienced Project Manager that shall provide overall Project management, coordination, and supervision of Project staff to facilitate the performance of the work in accordance with the scope and requirements of RCTC. The Proposer shall maintain coordination with regulatory agencies impacted by the Project.

3.1.1 Coordination and Administration

The Proposer shall coordinate a Project kick-off meeting within fourteen (14) calendar days after execution of the contract to review Project objectives and requirements, receive initial information from agencies, establish communication protocols, and address other issues as necessary to ensure a successful Project initiation. Thereafter, meetings with RCTC and Consultants shall be conducted as frequent as necessary to discuss progress and general Project issues, to obtain direction, and to exchange information. Meetings shall be held with RCTC personnel and Consultants to ensure satisfactory progress of the work. Proposer team meetings shall be held as necessary to coordinate activities, review assignments, monitor progress, and identify issues to resolve.

Deliverables: Meeting Agendas and Minutes (electronic PDF)

3.1.2 Invoicing and Progress Reports

At the completion of each subtask, as detailed in the Work Plan, the Proposer shall provide a progress report to RCTC. The narrative portion of the monthly Progress Report shall describe overall progress of the work, discuss significant problems and present proposed corrective action for these problems, as well as show the status of major changes.

At the completion of each biennial pavement analysis, including submittal of required documentation in acceptable form, the Proposer shall submit an invoice. The invoice shall separate costs incurred directly for the 91 Express Lanes from those incurred for the 15 Express Lanes. The Proposer shall submit the invoice to RCTC's Project Manager for pre-approval prior to submitting to ap@rctc.org for payment. The invoice shall contain all information required by RCTC.

Deliverables: Invoices and Progress Reports (electronic PDF)

3.1.3 Quality and Safety Program

The Proposer shall develop a Quality and Safety Program for the Project detailing their approach toward quality assurance and safety. The program shall demonstrate the Proposers commitment to performing the work in accordance with the requirements and with a high level of accuracy. The program shall demonstrate the Proposers commitment to the safety of those performing the work and the motoring public.

Within fourteen (14) calendar days of receiving the NTP, the Proposer shall submit a complete Quality and Safety Program for review and approval by RCTC. The Quality and Safety Program shall identify whether Subcontractors will follow their own Quality and Safety Program for their work. The Proposer's Quality and Safety Program must be approved by RCTC prior to all submittals.

Deliverable: Quality and Safety Program (electronic PDF)

3.1.4 Document Management

The Proposer shall provide all required documents for review and approval of RCTC. The Proposer shall submit all Project documents, reports, and data to RCTC as set forth in this Statement of Work. The Proposer shall maintain a complete set of documents provided under this Contract through the duration of the Contract. At the term of the Contract the Proposer shall reconcile the documents produced and delivered with the RCTC Project Manager ensuring RCTC has a complete set of documentation. It is explicitly understood that RCTC shall have full ownership of all data collected and documents provided under this Contract.

The Proposer may provide RCTC access to their working documents, reports, and other related test results if they are stored on a separate cloud/server.

Deliverable: All Project documents (electronic Microsoft Word and PDF)

3.2 Inspection, Testing, Data Collection & Analysis for Pavement Management Report (PMR) AND Pavement Management Plan (PMP)

3.2.1 Pavement Data Collection and Analysis Approach Document

Prior to performing data collection, the Proposer shall deliver a document which details the proposed methods of data collection, data analysis and approach to pavement preservation.

Deliverable: Pavement Data Collection and Analysis Approach Document (electronic Microsoft Word and PDF)

3.2.2 Inspection and Data Collection

The Proposer shall collect necessary pavement inventory data and perform field pavement surveys pertinent to developing the PMRs and PMPs.

The Proposer shall collect available information from RCTC and Caltrans and perform field investigations as necessary. All Express Lanes closures require RCTC approval prior to commencement of work. The Proposer is responsible for obtaining all necessary permits and ensuring proper coordination with Caltrans and RCTC's I-15 and SR 91 Express Lanes operators during the physical investigation of lane pavement. Proposer is responsible for toll charges and/or fees if applicable.

Any planned shoulder work or work within the travel lanes of I-15 or SR 91 Express Lanes will require the full closure of the Express Lanes along with all ingress/egress points and direct connectors. At RCTC's sole discretion, RCTC may review any shoulder work requests that do not require closures but is not obligated for approval. Express Lanes closure hours are limited to 10 PM to 4 AM (Monday, Tuesday, Wednesday, and Sunday nights) and 11 PM to 6 AM (on Friday and Saturday nights). If hours are needed beyond the closure limits for field investigations, weekend morning hours will be considered by RCTC and will require coordination and approval. RCTC Contracts with Caltrans for routine maintenance and the RCTC Project Manager will inform the proposer of any planned maintenance closures the explore the possibility of working within the maintenance closure. If the Proposer does not comply with the approved closure window, RCTC will seek reimbursement of lost toll revenues based on historical revenues. Tolls are suspended for all motorist during closures.

The data collection may consist of, but is not limited to, the following items:

- 1) Automated condition distress survey performed by Fugro Consultants.
- 2) Existing corridor plans for both the SR 91 and I-15 Express Lanes.
- 3) An inventory of existing records of physical pavement features, including the number of lanes, length, width, surface type, functional classification, and shoulder information. This can be accomplished through an Automated Pavement Condition Survey (APCS).
- 4) A history of dates and types of construction, reconstruction, rehabilitation, pavement maintenance activities, and preventive maintenance along the length of the two Express Lanes.
- 5) Pavement structure sampling and testing performed previously.
- 6) Condition assessments that include cracking, IRI profile data, rutting, surface distress, structural capacity, roughness, and surface friction. The corresponding measurements/metrics for these assessments should be typical of those used on pavement assessments performed by Caltrans.

Deliverable: An electronic database that contains all data related to the I-15 and SR 91 Express Lanes pavement analyses. The database shall be the source of pavement-related information reported to RCTC and utilized to prepare the PMRs and PMPs.

3.2.3 Data Analysis

The Proposer shall provide analyses of the data collected from the I-15 and SR 91 Express Lanes and make recommendations that enable RCTC to prioritize needed rehabilitation work and compile a task detailing the work to be performed by the pavement contractor to be selected under a separate RFP.

The Proposer shall perform, but is not limited to, the following analyses:

- 1) Pavement performance analyses of the I-15 and SR 91 Express Lanes that include an estimate of present and predicted performance along sections, an estimate of the remaining service life of each lane, and pavement rehabilitation recommendations based on the severity of issues identified.
 - a. The section analysis must be organized by existing pavement structural section type such as: AC, JPCP, or rehabilitated areas.
 - b. Report must distinguish bridge and connector areas.
- 2) An evaluation of various maintenance and rehabilitation strategies based on severity. The evaluation shall include the approaches to construction, rehabilitation, materials, mix designs, and preventive maintenance as they relate to pavement performance.
- 3) An estimated cost for each recommendation.

Deliverables: Analysis results to be utilized in the preparation of the PMRs and PMPs.

3.3 PMRs and PMPs

3.3.1 Work Plan

A detailed Work Plan for each of the three-pavement analysis shall be provided to RCTC. The Proposer shall monitor and update Work Plan, revising as appropriate, with approval from RCTC. The Work Plan shall include, but is not limited to, the following items:

- A detailed Project Schedule, including all subtasks
- A logical sequence of tasks and deliverables described in this Statement of Work and Requirements
- A clear definition of each task and deliverable
- Staff and subcontractor requirements for each task and deliverable
- Resource, including equipment, requirements
- Permit requirements
- A specific target completion date for each task
- Task and deliverable relationships and dependencies

Deliverables: Project Schedule and Work Plan (P6 Schedule or similar)

3.3.2 Prepare PMRs and PMPs

Proposer shall provide RCTC PMR and PMP documents for review and approval. The PMRs and PMPs shall include analyses to allow appropriate decision-making concerning the ongoing pavement management for the I-15 and SR 91 Express Lanes.

The PMRs and PMPs shall conform to the requirements set forth in this Statement of Work and Requirements and be in general compliance with the methodologies and practices stated in Caltrans Design Information Bulletin 79-04: Design Guidance and Standards for Roadway Rehabilitation Projects, Caltrans Design Information Bulletin 81-02: Capital Preventative Maintenance (CAPM) Guidelines, Caltrans Concrete Pavement Guide, American Association of State Highway and Transportation Officials Pavement Management Guide, and other relevant reference sources.

Additionally, the PMRs and PMPs shall answer the following questions:

- 1) Is the pavement structurally adequate for future traffic volumes and mix?
- 2) Is the pavement functionally adequate now and in the future, when evaluated on an annual basis?
- 3) Are the pavement materials durable?
- 4) Does the pavement provide adequate friction and drainage?
- 5) Does the pavement pose any imminent safety concerns?
- 6) Do pavement conditions vary substantially along the length of the Project or between lanes?
- 7) What geometric factors will impact pavement solution?
- 8) Are there locations of weak or soft subgrade conditions?
- 9) Are there areas of significant distress or require special consideration?
- 10) Are there locations that will require removal of the existing pavement?
- 11) From the field testing, what are the resilient modulus values?

Furthermore, the PMP will include recommended pavement rehabilitation strategies that shall consider RCTC's available funding and propose construction packages of sufficient scale to ensure commercial viability of the work. The plan must prioritize the recommended sections for rehabilitation according to the severity of distress identified during the pavement analyses.

The Proposer shall provide separate PMR and PMP documents for both the I-15 and SR 91 Express Lanes. These documents shall be delivered on a biennial schedule as shown in Section 4.0.

The Proposer shall update all analyses included in the Final PMR and PMP documents to reflect updated pavement conditions and pavement rehabilitation strategies for the corresponding year.

A total of eight updated documents are included in this Statement of Work and Requirements: three PMRs and PMPs for the SR 91 Express Lanes, as well as three PMRs and PMPs for the I-15 Express Lanes.

Deliverables: Two hardcopies and one electronic (Microsoft Word and PDF) file of the PMR and PMP documents for both the I-15 Express Lanes and SR 91 Express Lanes. All documentation shall be complete and supported with technical analysis consisting of text, charts, tables, and graphs designed to be easily understood and used by RCTC.

3.3.3 Field Markings

Prior to the performance of the pavement rehabilitation, the Proposer shall conduct field markings on the I-15 and SR 91 Express Lanes. These markings shall indicate sections of pavement that require repair as outlined in the PMP. The Proposer may coordinate with contractors performing the rehabilitation work during the activity; however, it is the sole responsibility of the Proposer to mark the pavement in preparation for the rehabilitation work to be performed. Additionally, the Proposer must be available for field walks with contractors to provide the necessary guidance for pavement rehabilitation activities.

It is the contractor's responsibility to oversee traffic control management during the field markings.

4 Project Schedule (estimated based on award of Contract)

TASKS	DATE
A. Project Kickoff	July 2024
B. Package 1 Complete data collection, data analysis, and PMRs and PMPs for the I-15 and SR 91 Express Lanes	November 2024
C. Package 2 Complete First PMR and PMP updates for both the I-15 and SR 91 Express Lanes	May 2027
D. Package 3 Complete Second PMR and PMP updates for both the I-15 and SR 91 Express Lanes. Note the 91 Express Lanes work will not be required if the 91 long-term pavement project is scheduled for work before 2031.	May 2029

DRAFT

EXHIBIT "B"

SCHEDULE OF SERVICES

[INSERT]

DRAFT

Project Schedule (estimated based on award of Contract)

TASKS	DATE
A. Project Kickoff	July 2024
B. Package 1 Complete data collection, data analysis, and PMRs and PMPs for the I-15 and SR 91 Express Lanes	November 2024
C. Package 2 Complete First PMR and PMP updates for both the I-15 and SR 91 Express Lanes	May 2027
D. Package 3 Complete Second PMR and PMP updates for both the I-15 and SR 91 Express Lanes. Note the 91 Express Lanes work will not be required if the 91 long-term pavement project is scheduled for work before 2031.	May 2029

EXHIBIT "C"
COMPENSATION

[INSERT]

DRAFT

EXHIBIT "C"

COMPENSATION SUMMARY¹

Fixed Price Per Payment Milestone

Payment Milestones	Milestone Description	Cost	Amount
Document Approval	Quality and Safety Program and Pavement Data Collection and Approach Document	\$15,600.46	\$15,600.46
Completion of Pavement Analysis and required documentation for Package 1	91 Express Lanes	\$101,433.07	\$291,620.09
	15 Express Lanes	\$190,187.02	
Completion of Pavement Analysis and required documentation for Package 2	91 Express Lanes	\$104,092.70	\$299,266.52
	15 Express Lanes	\$195,173.82	
Completion of Pavement Analysis and required documentation for Package 3	91 Express Lanes	\$109,408.42	\$314,549.21
	15 Express Lanes	\$205,140.79	
SUBTOTAL			\$921,036.28
Post Analysis Field Visits and Pavement Parkings (up to 9 visits) 2		\$16,841.91	\$151,577.19
TOTAL COSTS			\$1,072,613.47

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.

² Post Analysis Field Visits and Pavement Parkings will be reimbursed based on actual field visits. Up to 9 were used for the purposes of calculating contract authority

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 24, 2024
TO:	Toll Policy and Operations Committee
FROM:	Jennifer Crosson, Director of Toll Operations
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	91 Express Lanes Occupancy Detection System Change Order and Resolution for Occupancy Correction Fee

STAFF RECOMMENDATION:

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

- 1) Authorize Change Order No. 036 to the Kapsch TrafficCom Agreement No. 16-31-043-00 for installation, operations and maintenance of the lane system Occupancy Detection System (ODS) in the amount of \$7,788,289;
- 2) Authorize Change Order No. 07 to the Cofiroute USA Agreement No. 19-31-059-00 for the enforcement of the Occupancy Detection System in an amount not to exceed \$642,953; and
- 3) Adopt Resolution No. 24-004, *“Regarding the Revised 91 Express Lanes Transponder and Customer Account Plan Fee Policies.”*

BACKGROUND INFORMATION:

The 91 Express Lanes in Riverside County is a popular route for motorists, especially during peak travel periods. However, at times, the demand for the 91 Express Lanes exceeds capacity, and the facility does not meet the Commission’s speed goals which are 65 miles per hour (mph), or the federally mandated speed of 45 mph. Caltrans and the Federal Highways Administration (FHWA) refer to the instances where 45 mph are not met on a HOT Lane as “degraded.” Each year Caltrans reports degraded conditions to FHWA and the Commission is required to provide an action plan for improving the degraded condition. Currently, the location near the westbound entrance is extremely congested during peak travel times and falls below both the Commission’s and federally mandated speed goals.

Although several actions have been taken to improve traffic flow in the 91 Express Lanes and improve demand management since they opened in 2017, this staff report is intended to provide information regarding the options available that could help improve traffic flow and resolve the degraded issues.

DISCUSSION:

Degradation of the Express Lanes occurs when the number of vehicles in the Express Lanes exceed the level of capacity at which the Express Lanes can no longer provide travel speeds greater than 45 mph. When this occurs, the following are evaluated:

1. Changes to the physical elements of the Express Lanes
2. Changes to the 91 Express Lanes Toll Policy
3. Increase in toll rates
4. Changes to discount policy

Since the opening of the 91 Express Lanes in 2017, the eastbound 91 Express Lanes during peak travel times have been considered degraded resulting from the high demand for usage. Several physical changes were made to the eastbound diverge point where motorists make the decision to continue through to the 91 eastbound or to take the express connector to the south Interstate 15. Staff and RCTC's consultants continually monitored the traffic conditions and oversaw several additional improvements including additional signage to assist motorists with decision making, restriping, and changing the placement of channelizers. In addition to the physical improvements, the toll rate setting policy was changed to provide for rate setting based on the single lane volumes and toll rates were increased to nearly \$28 during Friday afternoons. These changes shortened the length of the degradation but did not eliminate it entirely.

Prior to the opening of the 15/91 Express Lanes Connector (ELC) and the addition of a second lane for the eastbound McKinley exit customers using the eastbound 91 Express Lanes through movement to McKinley Street would regularly be delayed due to high demand coupled with limited express lane capacity. During Friday afternoons when demand was especially elevated, vehicles traveling eastbound toward McKinley Street would be moving at speeds less than 25 mph, while tolls ranged from \$18 to \$28 from 1:00 p.m. to 5:00 p.m. The Commission widened the segment of the eastbound 91 Express Lanes east of the exit to the 15 Express Lanes from 1 to 2-lanes and extended the terminus by approximately half a mile. The improvement project improved capacity and allowed more Express Lanes traffic to flow with little to no delay. As a result of the improved operations, the RCTC's dynamic pricing policy reduced tolls for the eastbound 91 trip to McKinley Street to less than \$10 during peak Friday afternoons.

The westbound direction near the entrance to the Express Lanes has also experienced degradation during the peak travel times. The new ELC added a third lane of traffic which now merges with the vehicles entering from the 91 general purpose lanes and those coming from the 15 North via the south ELC.

During the morning high peak demand period for the westbound 91 Express Lanes results in heavy congestion at the east end of the facility. Extensive queues are regularly observed for two to three hours on the south ELC and on the westbound 91 approaching the Express Lanes entrance. Toll rates for the trip from McKinley Street are \$23 while the toll from 15 northbound are nearly \$18.

As required by FHWA, staff is working on an action plan to improve the degraded condition in westbound direction during the morning peak period. After implementing the previously highlighted projects, further evaluation has determined:

1. There are no physical improvements to the Express Lanes that can be made at this time to improve the condition at the westbound entrance.
2. The Commission approved the change from time-of-day tolls to dynamic pricing. The dynamic pricing is allowing the tolls to vary more readily with demand to avoid overpricing during hours where the demand is ramping up or decreasing.
3. The highest toll is \$23.00. Toll rates escalated to this level from the prior high of \$20.45, however, the increases have been ineffective and reducing demand and congestion.
4. The 91 Express Lanes offers several discounts to customers. The HOV3+ and Zero Emission Vehicle (ZEV) discounts are the most frequently utilized discounts.

HOV3+ Discount

In order to receive the HOV3+ discount (100 percent discount except for eastbound Monday through Friday between 4:00 p.m. and 6:00 p.m.), customers must drive through a dedicated lane marked HOV3+ Only. On average 24 percent of the vehicles using the 91 Express Lanes drive through the HOV3+ Only lane and receive the carpool discount. The percent of vehicles using the HOV3+ lane during the morning peak period reaches as high as 28 percent during some hours.

ZEV Discounts

Like the HOV3+ discount 91 Express Lanes customers who qualify as a ZEV also receive a 100 percent discount except for eastbound Monday through Friday between 4:00 p.m. and 6:00 p.m. On Average 6 percent of the vehicles using the 91 Express Lanes receive the ZEV discount. The percentage of vehicles receiving the ZEV discount during the morning peak period reaches as high as 7 percent during some hours.

The customers receiving a 100 percent discount are not influenced by toll rate changes as they are not paying a toll and reduce the effectiveness of congestion pricing for use in controlling demand. Table 1 provides a summary of the HOV3+ and ZEV discount vehicles for the westbound direction during the morning peak period.

Hour Beginning	Total	HOV3+		ZEV	% of Transactions Discounted	SOV
		Compliant	Non-Compliant			
4:00 AM	1,490	290	190	80	38%	930
5:00 AM	3,010	490	320	160	32%	2,040
6:00 AM	2,900	410	270	180	30%	2,040
7:00 AM	2,830	350	230	180	27%	2,070
8:00 AM	2,630	240	160	180	22%	2,050
9:00 AM	2,240	210	140	110	21%	1,780
10:00 AM	1,750	170	120	70	21%	1,390

Table 1 91 Express Lanes Westbound Hourly Traffic

The westbound direction of the 91 Express Lanes is degraded between 5:00 p.m. and 9 a.m. most weekdays. The number of vehicles that choose to use the express lanes (demand) exceeds the available space (capacity) resulting in the formation of a slow-moving queue. In order to improve the speeds, it is estimated that demand in any one hour needs to be reduced by approximately 250 vehicles.

To help reduce demand and remedy the degradation, the following options are under consideration:

- 1) Installing ODS to reduce the number of people using the HOV3+ lane without the required number of occupants.
- 2) Amending the HOV3+ policy to reduce the discount to 50 percent during the morning peak period (4:00 a.m. to 10:00 a.m.).
- 3) Eliminating the ZEV discount when the legislative requirement expires (currently September of 2025).

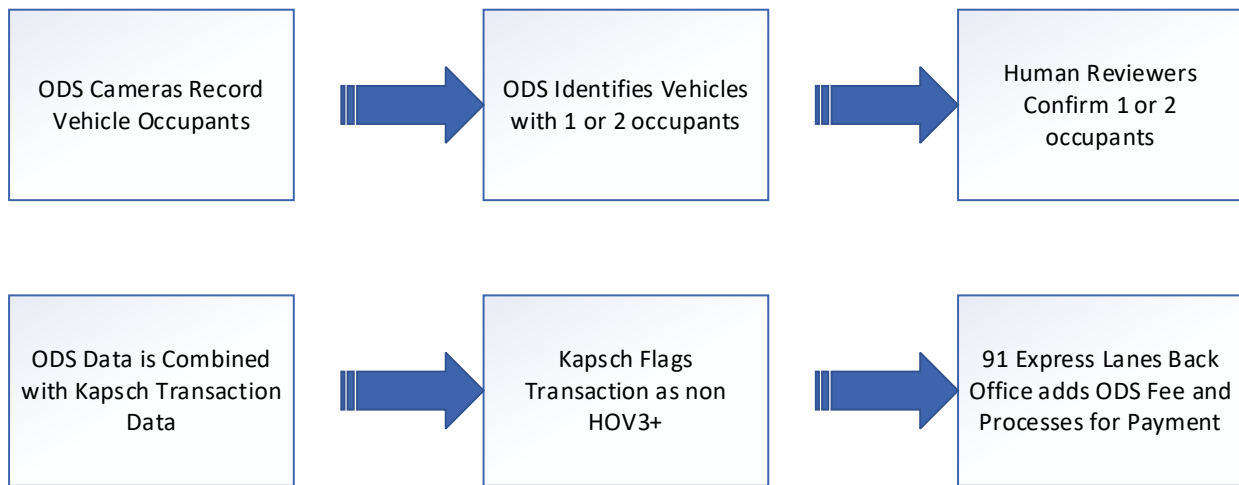
The discussion for the Commission is to consider the implementation of ODS which will take approximately one year to put into service and provide input on options two and three noted above regarding amending the HOV3+ discount policy and the ZEV discount. Based on the Commission's discussion, staff will return with updated policy resolutions.

Occupancy Detection System (ODS)

The Kapsch TrafficCom (Kapsch) agreement includes a requirement for Kapsch to propose an automated ODS for the purpose of identifying vehicles which do not have three or more vehicles. Staff has been working with Kapsch since 2021 to identify an automated occupancy system solution. Kapsch and staff have identified a solution which staff believes will reduce the number of vehicles using the HOV3+ lane without three or more occupants.

The ODS provided by Invision, was tested in the westbound 91 Express Lanes in 2023. Staff worked alongside Kapsch and Invision to analyze the Invision system. The Invision system includes a set of cameras and software which analyzes the images and determines how many occupants are in rows one, two and three of vehicles using the HOV3+ lane. Through this process the ODS system detected up to 500,000 non-compliant vehicles using the HOV3+ lane each year. Not only do those 500,000 vehicles result in lost toll revenue of approximately \$3,000,000 annually, but they consume valuable Express Lanes capacity.

Kapsch has worked with Invision to provide a solution which allows for Kapsch to install the Invision System, determine which vehicles do not have three or more occupants, attach the information to the corresponding toll transaction, and prepare the transaction and supporting photos for transmission to the 91 Express Lanes Back Office. To protect the privacy of motorists the occupancy photos will be anonymized (faces removed). A graphic of the occupancy detection system flow of information is shown in figure 1 below:



Staff is proposing that the transactions which do not have three or more occupants, as determined by the Invision System and human reviewer confirmation, not be given the HOV3+ discount. Upon implementation, staff will analyze the systems performance, customer disputes and the change in non-compliance rate during the first six months of deployment. Staff is seeking approval of an Occupancy Correction fee of \$5.00 which will be added to the toll amount for customers that used the HOV3+ lane without three or more occupants after six months of successful operation. Staff believes the proposed system and process will change the behavior of motorists that are using the HOV3+ lane improperly.

Other Express Lanes operators in the state have spent considerable time evaluating ODS and the issuance of a toll evasion notice with a penalty rather than a toll adjustment with a processing fee as proposed by staff. Complications with integrating ODS data with current toll system data and the burden of managing the dispute process associated with the issuance of violations has prevented any California agencies to date from deploying an ODS. Kapsch has resolved the toll system integration challenge with their solution and staff's recommendation to charge a toll and processing fee greatly reduces the dispute processing efforts and risks.

Staff has negotiated a change order with Kapsch (roadside operator) to install the Invision System, integrate the occupancy data into the toll transaction and review the supporting photos. The one-time cost to design, install and test the occupancy detection system is \$4 million. The annual cost to operate and maintain the ODS is \$552,446.

Staff has negotiated a change order with Cofiroute (back-office operator) to change the back-office system to accept the new data that accompanies transactions found to be HOV3+ non-compliant, store the photos, override the HOV3+ discount and develop a dispute process for transactions disputed by customers. The change order also includes an on-going cost to process disputes related to the ODS program. The one-time cost to design, install and test the system changes is \$392,953 and the per unit dispute cost is \$4.33 per dispute for the first year.

Staff believes the negotiate cost for both the Kapsch and Cofiroute change orders are fair and reasonable. Staff is pleased with the partnership and commitment of both Kapsch and Cofiroute in the delivery of this solution.

One additional required item is the lowering of the height of the eastbound median barrier wall. Currently the wall is 59 inches high. For the ODS cameras to view the inside of the vehicles the wall needs to be lowered to 42 inches. Staff is currently working with designers to complete a design package for use in bidding the work related to the lowering of the wall. The engineer estimate for this work is \$150,000. Staff will return with a request for Commission approval with the contract to perform the barrier wall adjustment.

The total cost related the ODS work is provided in Table 2 below.

Contract	Design and Implementation	Operations and Maintenance	Total
Kapsch TrafficCom	\$4,473,611	\$3,314,678 (6 yrs)	\$7,788,289
Cofiroute	\$392,953	\$250,000 (2 yrs)	\$642,953
Median Wall (Estimated)	\$150,000		\$150,000
	Total		\$8,581,242

Staff has analyzed the return on investment for the proposed system and related operations costs and believes that after thirteen months the net revenue generated by the program will pay for the implementation costs. After year two it is estimated that the ODS program will provide additional estimated net revenue of \$4 million per year.


In order for the \$5.00 Occupancy Correction fee to be charged, the Commission must adopt an amended 91 Express Lanes Fee Policy resolution. The amended policy and resolution are attached to this report.

STAFF RECOMMENDATION:

Deployment of an ODS is important to assist with the management of the traffic demand. Staff recommends the approval of the Kapsch Change Order No. 036 to design, install, operate and maintain the ODS to the Agreement No. 16-31-043-00 in the amount of \$7,788,289. Staff recommends the approval of the Cofiroute Change order No. 07 to implement ODS policies and procedures to the Agreement No. 19-31-059-00 in the amount of \$642,953. Staff recommends adoption of Resolution No. 24-004 providing for the Occupancy Correction Fee in the amount of \$5 per incident.

FISCAL IMPACT:

The Fiscal Year 2024/25 budget includes the required amount for ODS deployment with Kapsch CCO No. 036 and Cofiroute Change Order No. 007. The funding source is 91 toll revenue. Costs associated with the median barrier wall is not included.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	FY 2024/25: \$3,396,495 FY 2025/26+: \$5,034,747
Source of Funds:	91 Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009199 73305 00000 0000 591 31 73301			\$8,431,242	
Fiscal Procedures Approved:				Date:	06/07/2024

Attachments:

- 1) Kapsch Change Order No. 36
- 2) Cofiroute Change Order No. 007
- 3) 91 Express Lanes Transponder and Account Plan Fee Policies Resolution No. 24-004



**Change Response / TSP Change Request
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
I-15 Toll Services Provider Contract**

Change Order No. 36

Pursuant to: (check appropriate box)

- Written Change Notice No. 46, dated May 10, 2024, submitted by RCTC to TSP pursuant to Section 20.4.1 of the Contract
- TSP Change Request No. _____, dated _____, submitted by TSP to RCTC pursuant to Section 20.6 of the Contract
- Directive Letter No. _____, dated _____, submitted by RCTC to TSP pursuant to Section 20.3 of the Contract

Reference is made to that certain Toll Services Contract (Contract No. 16-31-043-00) dated 26 January 2017, by and between Riverside County Transportation Commission (“RCTC”), a public entity of the State of California (“RCTC”), and Kapsch TrafficCom USA, Inc., f/k/a Kapsch TrafficCom Transportation NA, Inc. (“Kapsch”), a corporation organized under the laws of Delaware (“TSP”), as amended, together with all Exhibits and prior amendments (the “Contract”).

This Change Order amends the Contract.

Capitalized terms used, but not defined, in this Change Order have the meanings given in, and all Section and Exhibit references shall be to the Contract.



SECTION I – Narrative, Discussion of Additions, Deletions, Modifications to the Requirements of the Toll Services Contract

A. Evaluation of Change including whether TSP considers any RCTC-Initiated Change to constitute a Change and the specific provision(s) of this Contract which permit a Change Order (Section 20.4.3(a)(i)):

N/A – RCTC Initiated Change Order

B. Overview of scope of Change (Section 20.4.3(a)(iii)). For detailed scope of Change, please complete the Change Response Price Form:

All capitalized terms used in this Change Order No. 36 and not defined herein have the meanings given to such terms in the Toll Services Contract dated January 26, 2017 (as amended by this Change Order and the previous Change Orders), between the Riverside County Transportation Commission (“**RCTC**”) and Kapsch TrafficCom USA, Inc. (“**TSP**”) (together the “**Contract**”).

RCTC plans to develop and implement an Occupancy Detection System (“**ODS**”) to be deployed on the SR-91 Express Lanes. The design of the transaction processing shall take into consideration of expanding to other RCTC Express Lanes.

Part 1: Occupancy Detection System

Attachment 3 shall include the details of the scope of work which include the procurement, installation, testing, operations, and maintenance of ODS.

Part 2: Impacts on Existing Definitions and Contract Provisions

Attachment 4 shall include the modifications to the Technical Provision

C. Analysis of (impact of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations (as applicable); (Section 20.4.3(a)(v)):

All impacts of the Change are reflected in this Change Order No. 36, and there are no other impacts of the Change on the performance of other aspects of the D&D Work, O&M Work, RCTC or RCTC’s toll operations.

D. Proposed plan for mitigating impacts of the Change (Section 20.4.2(a)(x)):



N/A

E. Additions / deletions / modifications to the requirements of the Contract including KPIs (if any) (Section 20.4.3(a)(viii)):

See Attachment 3 for additional Statement of Work ("SOW").



SECTION II – Cost Impact(s)

A. Summary

Compensation under this Change Order is to be paid (check the applicable boxes below):

- n/a¹ \$0.00 (“no cost”) Change Order.
- as a lump sum adjustment to the Contract Price in the amount of _____ dollars (\$ _____).
- as a series of milestone payments in accordance with Attachment 1B to develop and implement ODS, in the amount of four million four hundred seventy-three thousand six hundred eleven dollars (\$4,473,611).
- as a series of monthly payments in accordance with Attachment 2A through 2F – ODS O&M – Price Sheet – Monthly Payments
- as an adjustment to Total O&M Years 1 and 2 Cost or Total O&M Years 3, 4 and 5 Cost
- as a Unit Price Change Order for increases or decreases in the Contract Price [not to exceed] / [in the amount of] _____ dollars (\$ _____)
- as a Time and Materials Change Order, [not to exceed _____ dollars (\$ _____)]
- as is set forth below, under Section II(B)([2] / [3]). **[select the proper reference]**
- If more than one box has been checked, also check this box and summarize terms here:

Documentation supporting the Change Order is attached as Annex[es] _____ [through _____].

B. Special Considerations

1. Delay and disruption damages for Excusable Delay (Section 20.10). n/a

Compensation available for Change Orders are (only) extra Work Costs and delay Costs directly attributable to the proposed Change and exclude certain costs and expenses.

- Total extra Work Costs: \$ _____

¹ If \$0 (i.e., a “no cost” Change Order), leave remainder of Section II blank.



- Total delay and disruption damages: \$ _____

Discussion (if any):

2. Deductive RCTC Changes. n/a

If this Change Order is a deductive change

Net Cost² Savings attributable to the deductive change \$ _____

Amount due to RCTC attributable to the deductive Change (or which can be used by RCTC, in its sole discretion, to offset payment to TSP) \$ _____

Discussion (if any):

² When both additions and reductions are involved in any one Change Order, the adjustment shall be determined on the basis of net increase or decrease. TSP Margin will be allowed only for the net increase in labor Cost in order to establish the amount to be added to the Contract Price. In determining a deductive change order, any deduction will include the amount of TSP Margin and Audited Overhead which would have been payable on such amounts by RCTC in accordance with Section 20.



SECTION III – Completion Deadline Impacts (Applicable to All Change Orders)

The status of the CSC Commencement Deadline is as follows:

- Unaffected by this Change Order
- Affected by [extending] / [accelerating] the date of the CSC Commencement Deadline by _____ calendar days to _____ calendar days prior to Revenue Service Commencement.

The status of the Revenue Service Commencement Deadline is as follows:

- Unaffected by this Change Order
- Affected by [extending] / [accelerating] the date of the Revenue Service Deadline by _____ calendar days to _____ Days after the Package 4 Turnover Date.

The status of the total Float is as follows:

- Unaffected by this Change Order
- Affected by this Change Order as follows:

If this Change Order is issued as a result of, or relating to, an Excusable Delay or a shortening time, TSP’s Critical Path time impact delay analysis is attached as Annex _____ (Section 20.4.3(a)(vi)). n/a



SECTION IV - (Reviewed and recommended agreed by TSP's [Project Manager-D&D Work] or [Project Manager-O&M Work])

By: _____

Name: Lovelyn George

Title: Project Manager

Date: _____

Comments:



SECTION V - (Reviewed and agreed by TSP)

The undersigned Authorized Representative of TSP hereby certifies, under penalty of perjury, as follows:

1. Sections I, II and III of this Change Order, including all Worksheets and Annexes, collectively represent a true, accurate and complete summary of all aspects of this Change Order.
2. The amounts of time and/or compensation set forth in this Change Order (a) are, in each case, justified as to entitlement and amount, (b) reflect all changes to compensation for and scheduling of the Project (inclusive of all Subcontractor and Supplier amounts, impacts), (c) is complete, accurate and current and (d), in each case, the amounts of time, if any, and/or compensation, if any, agreeable to, and is hereby agreed by, TSP.
3. This Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which have been and may be incurred, as a result of the event, occurrence or matter giving rise to this Change Order. This Change Order constitutes a full and complete settlement of all Losses, Claims, matters, issues and disputes existing as of the effective date of this Change Order, of whatever nature, kind or character relating to the event, occurrence or matter giving rise to this Change Order and the performance of any extra Work that this Change Order documents or relates, including all direct and indirect costs for services, equipment, manpower, materials, overhead, profit, financing, delay and disruption arising out of, or relating to, the issues set forth herein. TSP acknowledges that it shall not be entitled to assert any Claim for relief under the Contract for delay, disruption costs or any other adverse financial or Project Schedule impacts existing as of the effective date of this Change Order and arising out of, or relating to, the event, occurrence or matter giving rise to this Change Order or such extra Work.
4. If the foregoing Change Order includes claims of Subcontractors or Suppliers, TSP represents that authorized representatives of each Subcontractor and Supplier, if any, reviewed such claims, this Change Order and accept this Change Order as dispositive on the same, subject to separate Contract between TSP and each such Subcontractor and Supplier, as applicable. Furthermore, TSP has determined in good faith that such claims are justified as to both entitlement and amount.
5. The cost and pricing data forming the basis for the Change Order is complete, accurate and current, with specific reference to the California False Claims Act (Government Code section 12650 et. seq.) and the U.S. False Claims Act (31 USC § 3729 et seq.)
6. It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.
7. This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, Contracts or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written, other than the Contract, as amended in accordance with its terms.



8. This Change Order is binding upon, and shall insure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.

IN WITNESS, WHEREOF, TSP, intending to be legally bound, has executed this Change Order as of the date below.

TSP:
Kapsch TrafficCom USA, Inc.

Date: _____

By: _____
Name: Jim Kirwin
Title: Vice President,
Tolling Delivery



SECTION VI - (Reviewed and recommended by RCTC)

By: _____

Name: Jennifer Crosson

Title: Toll Operations Director

Date: _____

Comments:



SECTION VII - (Agreed by RCTC's Authorized Representative)

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

Date: _____
(the effective date of this Change Order)

RCTC
RIVERSIDE COUNTY TRANSPORTATION
COMMISSION

By: _____
Name: Aaron Hake
Title: Executive Director

ATTACHMENT 1A
ODS DEPLOYMENT AND IMPLEMENTATION MILESTONE PAYMENTS

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	Development of ODS Design, Documentation, Installation, System Testing, and BOS Testing for ODS	Lot	1	\$2,565,227	\$2,656,227
2	Subcontractors	Invision ODS solution, Maintenance of Traffic Contracts, Lane Closures	Lot	1	\$1,245,400	\$1,245,400
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Travel, tolls, Bonding, etc.	Lot	1	\$133,718	\$133,718
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$148,204	\$148,204
TSP Margin 10%						\$381,063
Total D&D Costs for ODS						\$4,473,611



**ATTACHMENT 1B
ODS DEPLOYMENT AND IMPLEMENTATION MILESTONE PAYMENTS**

Milestone	Description	Percentage	Amount
1	Upon execution of the Change Order - Mobilization Payment	30%	\$ 1,342,083.30
2	Upon Acceptance of FAT Test Report	30%	\$ 1,342,083.30
3	Upon installation completion and SCT approval	30%	\$ 1,342,083.30
4	Upon Approval of vFAT, TCSOT, TCSAT and As-Built Documentation	10%	\$ 447,361.10
	Total Deploy and Implement ODS	100%	\$ 4,473,611.00



ATTACHMENT 2A
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 5 – MAY 2025 THROUGH APRIL 2026

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$88,479	\$88,479
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$384,529	\$384,529
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,252	\$6,252
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$9,075	\$9,075
5	TSP Margin	10%	Lot	1	\$47,301	\$47,301
Total O&M Costs – Year 5						\$535,636.00
12 months @ per month						\$44,636.33

ATTACHMENT 2B
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 6 – MAY 2026 THROUGH APRIL 2027

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$93,130	\$91,130
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$385,073	\$385,073
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,375	\$6,375
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$18,147	\$18,147
5	TSP Margin	10%	Lot	1	\$47,620	\$47,620
Total O&M Costs – Year 5						\$548,345.00
12 months @ per month						\$45,695.42

ATTACHMENT 2C
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 7 – MAY 2027 THROUGH APRIL 2028

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$93,866	\$93,866
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$385,617	\$385,617
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,408	\$6,408
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$18,147	\$18,147
5	TSP Margin	10%	Lot	1	\$47,948	\$47,948
Total O&M Costs – Year 5						\$551,986.00
12 months @ per month						\$45,998.83



ATTACHMENT 2D
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 8 – MAY 2028 THROUGH APRIL 2029

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$96,683	\$96,683
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$386,161	\$386,161
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,441	\$6,441
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$18,147	\$18,147
5	TSP Margin	10%	Lot	1	\$48,285	\$48,285
Total O&M Costs – Year 5						\$555,717.00
12 months @ per month						\$46,309.75

ATTACHMENT 2E
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 9 – MAY 2029 THROUGH APRIL 2030

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$99,581	\$99,581
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$386,705	\$386,705
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,476	\$6,476
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$18,147	\$18,147
5	TSP Margin	10%	Lot	1	\$48,629	\$48,629
Total O&M Costs – Year 5						\$559,538.00
12 months @ per month						\$46,628.17

ATTACHMENT 2F
ODS O&M – PRICE SHEET – MONTHLY PAYMENTS
YEAR 10 – MAY 2030 THROUGH APRIL 2031

#	Item	Description	Unit	Qty	Unit Price	Total
1	Labor – Kapsch	ODS O&M Work	Lot	1	\$102,566	\$102,566
2	Subcontractors	Invision Maintenance Service Contracts, Equipment Rental, Image Review Services	Lot	1	\$387,250	\$387,250
3	ODCs	Technician ODCs – Vehicle Lease, Fuel, Maintenance, tolls, Bonding, etc.	Lot	1	\$6,511	\$6,511
4	Materials	Spares, Consumables, RMA and Repair	Lot	1	\$18,147	\$18,147
5	TSP Margin	10%	Lot	1	\$48,982	\$48,982
Total O&M Costs – Year 5						\$563,456.00
12 months @ per month						\$46,954.67

ATTACHMENT 3 **ADDITIONAL STATEMENT OF WORK**

Phase 1 – Design and Delivery

Kapsch will scope, design and implement an Occupancy Detection System (ODS) at the eastbound (EB01) and westbound (WB01) lane one (HOV3) read points 91 Express Lanes. Kapsch will process the ODS information according to the business rules agreed to with RCTC. Based on the established business rules Kapsch will provide human review of ODS images for which the ODS system does not detect three or more occupants. Where the ODS business rules determines occupancy does not meet the requirements, that information will be incorporated into the lane transaction data per the agreed upon ICD and be transmitted to the 91 back office.

Kapsch will work with RCTC to establish the business rules required to process ODS information and to update the transaction ICD to include the ODS information. The confidence level for the artificial intelligence processing the ODS information shall be configurable providing for an adjustment in the images requiring human image review. ODS will be operational 24/7.

The ODS images transmitted for human review and attached to individual transactions shall have the faces anonymized to protect the privacy of the vehicle occupants. Kapsch shall store the raw ODS images for x days but restrict access to authorized personnel, approved by RCTC. When ODS and/or human review have determined that the HOV3 occupancy level has not been met the anonymized ODS images shall be attached to the transaction as a unique data set and the transaction shall include a flag which indicates the toll was not discounted due to ODS information. Up to three (3) anonymized ODS images shall be available for the 91 back office.

Kapsch will develop drawings and test plans to include the ODS changes described in this Change Order and update existing documentation listed below. Once the design is approved, Kapsch will conduct a FAT at a test site to verify ODS transaction correlation to lane transactions and transmission to the Toll Host. Kapsch will procure and install ODS equipment including spares for the two locations on the existing gantry infrastructure. After configuration and tuning is completed at the two read sites, Site Commissioning Test (SCT) will be performed at each location to verify integration of ODS data and images and fully formed lane transactions.

Kapsch will also update its separate development and test environments to configure VIP for occupancy review and verify transaction workflow updates by way of a Virtual Factory Acceptance Test (vFAT). The primary goal of the vFAT will be to test handling of ODS information and VIP software to ensure trip build workflow supports Manual Occupancy Review and the data is included for the trip posting process.

Kapsch will work with the 91 Back office team to develop test scenarios and conducts test to validate the transmission of the updated ICD.

After concluding vFAT, the ODS Host enhancements will be upgraded in production. A Toll Collection System Operations Test (TCSOT) will be performed to verify the changes made in production system and a Toll Collection System Acceptance Test (TCSAT) will be performed for 30 days to verify ODS operation. As part of TCSAT, ODS data will be uploaded to the Data Mart.

Kapsch expects to perform the following key tasks as part of this scope:

- FAT Test
 - Installation of ODS equipment at the test site
 - Verification that Zone Controller transactions are formed and ODS data is captured and transmitted to the Host
- Installation and SCT
 - Installation and configuration of equipment at the EB01 and WB01 read points to capture HOV lanes only
 - Conduct SCT to verify ODS data is captured and transactions are formed at the Zone controller and transmitted to the Host
- vFAT Test:
 - Simulated transactions will be used to test workflow
 - Testing VIP and trip build workflow supports Manual Occupancy Review
 - Confirm via sample file that the 91 BOS can consume the necessary changes to support ODS
 - Verification of reports
- TCSOT
 - Verify ODS system changes in production and monitor the system
 - Confirm if trip transactions with ODS attributes are built properly and sent to 91 BOS
 - Verification of reports in production
- TCSAT
 - Verify operations of System for 30 days

List of documentation deliverables Kapsch will update:

1. Business Rules Document
2. Final Design Document Addendum
3. Host IOP ICD
4. Maintenance Plan - Roadside
5. VIP Procedures / SOP
6. Data Dictionary

List of new documentation deliverables Kapsch will develop:

1. Installation Checklist and Site QA/QC Sheets
2. FAT Test Plan
3. FAT Test Report
4. Site Commissioning Test (SCT) Plan
5. Site Commissioning Test (SCT) Report
6. Toll Collection System Operations Test (TCSOT) Plan
7. Toll Collection System Operations Test (TCSOT) Report
8. Toll Collection System Acceptance Test (TCSAT) Plan
9. Toll Collection System Acceptance Test (TCSAT) Report
10. ODS SOP Manual
11. ODS Transition Plan



- 12. Design Drawings for the hardware installed under this Change Order
- 13. As-Built Design Drawings

Assumptions-

- The existing network can handle ODS changes and will not need to be upgraded.
- No new hardware or upgrades to existing hardware for storage is needed for the additional images.

Payment Terms:

30% Upon execution of the Change Order

30% Upon Acceptance of FAT Test Report

30% Upon installation completion and SCT approval.

10% Upon Approval of vFAT, TCSOT, TCSAT and As-Built Documentation

Phase 2 – Operations and Maintenance

Kapsch will operate and maintain the ODS systems and devices in accordance with the agreed upon technical provisions. Kapsch will store the ODS images according to the agreed upon business rules. Kapsch will perform human manual review of all images requiring human review according to the agreed upon business rules. The Parties agree to review the accuracy of the ODS automated review process and adjust the confidence level to minimize the number of images requiring human review while maintain a high level of accuracy. Kapsch will support the transmission of the ODS data to the 91 back office provider.

Kapsch will perform routine quarterly audits of the ODS performance and ODS manual image review.

Phase 2 monthly payments shall begin upon acceptance of Phase 1.

ATTACHMENT 4

MODIFICATIONS TO THE TECHNICAL PROVISIONS

7.2.7 Occupancy Detection System

Section 7.2.7 of the Technical Provisions shall be replaced in its entirety with:

The intent of the ODS is to meet the following italicized requirements.

The TCS shall include an Occupancy Detection System (ODS) for the purpose of capturing occupancy count in one lane of a toll point that is determined to be an HOV-only lane. Any future implementation to expand this capture to other toll points where HOV determination is done by transponder switch setting will require additional scoping. Any future implementation to expand this capture to multiple lanes will be considered & scoped accordingly as long as the ODS can delineate by lane.

The captured occupancy counts will include the quality and confidence of the persons captured within a vehicle. The ODS will also capture occupancy counts and confidence for up to three rows within a vehicle. A configurable threshold shall be set to require manual review of transactions in which a low occupancy transaction was detected. As part of the ODS process, vehicles that travel in the HOV-only lane and determined not to meet the specified count required to earn a discount, an attribute in the transaction building process will indicate non-compliance for the CSC to consume. The images captured from ODS will be anonymized.

The ODS shall have an operational up-time of 98%.

8.5 Occupancy Detection Review (ODR)

Section 8.5 of the Technical Provisions shall be replaced in its entirety with:

As stated in Section 7.2.7, RCTC is interested in the implementation of an ODS to assist in vehicle occupancy verification and enforcement. The TSP shall work with RCTC to scope and design an ODS. The intent of the ODS is to meet the following italicized requirements.

If the automated ODS determines that a vehicle does not have the proper number of occupants to receive an HOV discount, the transaction will be submitted for review by a human to verify the occupancy count. This human review will be done by trained personnel who will have the ability to see obfuscated images provided by the ODS system. This ODR queue will be given appropriate priority so that detected violators can be validated prior to the transaction being sent via SDR transmission to the billing office. TSP shall make best effort to process all ODR within 3 calendar days. This review, however, will not impede the building or sending of trips. TCS will measure how many transactions that required occupancy review were not processed prior to trip transmission to the back office systems. TCS will also measure false-positives: transactions deemed unqualified where the manual reviewer did not agree.

When trips are transmitted to the billing agency, transactions designated and confirmed as unqualified will be flagged as such so that the agency can withhold the HOV discount. The



billing agency will have the ability to retrieve the reviewed image(s) to manage customer disputes.

ODR shall result in one of three outcomes which will be used to determine transaction postings in Section 8.7.6:

- 1) *Reviewer is able to identify the presence of three (3) or more occupants;*
- 2) *Reviewer is able to confirm the presence of fewer than (3) occupants; or*
- 3) *Review is not able to determine the number of occupants with the data available.*

8.7.6 Occupancy Based Trip Processing

Section 8.7.6 of the Technical Provisions shall be replaced in its entirety with:

As stated in Section 7.2.7 and Section 8.5, RCTC is interested in the implementation of an ODS to assist in vehicle occupancy verification and enforcement. The TSP shall work with RCTC to design an ODS process. The intent of the ODS is to meet the following italicized requirements.

Transactions detected, confirmed and flagged as unqualified to receive the HOV discount will be dispositioned by the billing agency

8.7.6.1 HOV Trip Processing

Section 8.7.6.1 of the Technical Provisions shall be deleted in its entirety.

8.7.6.2 Occupancy Review Results

Section 8.7.6.2 of the Technical Provisions shall be replaced in its entirety with:

Transactions resulting from the ODR process in Section 8.5 shall be processed in the following manner:

- 1) *Reviewer is able to identify the presence of three (3) or more occupants:*
 - a. *Trip transaction is posted to the CSC without a non-compliant indicator.*
- 2) *Reviewer is able to confirm the presence of fewer than (3) occupants:*
 - a. *Trip transaction is posted to the CSC with a non-compliant indicator at the transaction level.*
- 3) *Review is not able to determine the number of occupants with the data available:*
 - a. *Trip transaction is posted to the CSC without a non-compliant indicator.*

14.5.1 Auditing Reports

The following shall be added to Section 14.5.1 of the Technical Provisions:

The TCS shall provide reports to support the audit of the System. At a minimum, these reports will allow users to:



Determine that the ODS captured images and collected data for each Lane Transaction equipped for such detection, false positive counts and abandoned occupancy reviews; and

All ODS data will be available within the RCTC Datamart.



91 Express Lanes

*CR 20240501 – Occupancy Detection System
Revised June 7, 2024*

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1 INTRODUCTION

Riverside County Transportation Commission (RCTC), Orange County Transportation Authority (OCTA) and Cofiroute USA, LLC (Cofiroute) have entered into a three-party agreement for Back Office System and Customer Service Center for the 91 Express Lanes in Orange and Riverside Counties, dated as of January 27, 2020, and identified by RCTC Agreement No. 19-31-059-00, as subsequently amended (Master Agreement). RCTC has requested changes to its Back-Office System. This Change Order outlines the scope of these enhancements and agreed upon compensation. Any terms not defined in this Change Order will have the meanings defined in the Master Agreement between RCTC and Cofiroute. This Change Order is subject to the terms of the Master Agreement, including without limitation its provisions regarding obligations, variations, coordination, delay, and force majeure, warranties, insurance and indemnification.

This Change Order incorporates changes to Exhibit “D” of the Master Agreement, the COMMISSION Only Scope of Work and Requirements. The work and services to be completed under this Change Order shall be considered Work, as that term is defined under the Master Agreement, to be completed for RCTC only.

2 PURPOSE

RCTC seeks to implement new functionality to support their lane side Occupancy Detection System (ODS). Changes described herein impact the Lane Interface Control Document (ICD) integration, Transaction Processing Engine (TPE), Backoffice Application, Self-Service Website and Operational processes. Additional design and cost impacts may be found through a collaborative design phase. RCTC provided Cofiroute with a change request dated April 22, 2024, seeking to implement new functionality to support its ODS. This Change Order (CO) is issued in response to RCTC’s request. Changes described herein impact the ICD integration, Transaction Processing Engine (TPE), Back-office Application, Self-Service Website and Operational processes. Additional design and cost impacts may be found through a collaborative design phase.

3 SCOPE

Application Changes:

The following application, UI and correspondence changes will be made pursuant to this Change Order to incorporate the following functionalities:

1. Transaction Validation (This includes Impact analysis and Design changes)
 - a. Once the SDR structure is received from the lane system, the system shall identify the ODS flag fields inside it.
 - b. The system shall record new field data into the database along with ODS Flag and Image Data after the system has verified the ODS-related information.
2. Image Download (This includes Impact analysis and Design changes)
 - a. The system shall implement the process to take the ODS image URL and Name from the BOS database and request to connect the lane system to download the images and store them into BOS separate location.
3. Transaction Processing (This includes Impact analysis and Design changes)

- a. New discounts logic based on the ODS flag, and ODS Fee assessment based on the configurable values shall be implemented. The system shall maintain the 2 configurable values.
 - i. Fee Amount
 - ii. Enable the Fee (Y/N).
 - iii. Order of the Discounts (Veterans, Special Access and HOV)
 - iv. Carpool Indicator - Counter for ODS
4. IOP Transactions
 - a. New discounts logic based on the ODS flag, and ODS Fee assessment based on the configurable values shall be implemented. The system shall maintain the 2 configurable values.
 - i. Fee Amount
 - ii. Enable the Fee (Y/N).
5. Trip History Page Changes Internal Portal and External Portal including images.
 - a. ODS flag and ODS images shall be displayed in Trip History page in Internal and ODS Flag in External Portal
6. New Case Creation flow (creation/approval/rejected) including correspondences for RCTC transactions for 91 EL and IOP Customers.
 - a. New ODS case type shall be set up in the system and case flow.
 - b. The system shall validate only eligible trips raise an ODS dispute in Internal and External Portal. Case approval and rejected shall be implemented with related Correspondences.
 - c. New Adjustment Reason shall be implemented for processing adjustments for the trips when the ODS dispute case is approved.
7. New IOP Case Creation flow (creation/approval/rejected) including correspondences.
 - a. Manually a CSR will create the IOP case when an email is received from IOP. Based on the IOP trip images reports REP can be approved/rejected the case.
8. Reports
 - a. Tolls and Fees Report
 - b. Toll Revenue Report
 - c. ODS Images/Trips - New Report
 - d. IOP Images Report
 - e. Case Reports
 - f. Correspondence Reports
9. Design Phase – RCTC anticipates a design phase will take place where ViaPlus and the lane side vendor will define business rules, finalize the ICD and make updates to the design were impacted by additional or changed requirements and/ or scope.
 - a. Project Management, vendor coordination, meeting participation, analysis and documentation effort associated with the Design Phase of this CO have been included in the cost of this CO.
 - b. At this time development and testing costs are unknown and have been included in the contingency cost of this CO. This will only be utilized if additional development and testing effort is required as a result of design phase:
 - i. Business Rule (BR) Definition
 - ii. ICD finalization
 - iii. Additional unknown requirements and/ or scope

Operations Process Changes:

1. Call Center Handling-

- a. The call center anticipates receiving additional calls from customers disputing trips.
- b. CSRs shall submit an ODS Dispute case on behalf of the customer.
2. ODS Dispute Handling
 - a. 91EL Customers via Phone
 - i. CSRs shall review trips with customers and submit an ODS Dispute case.
 - ii. CSR Case Processers shall review case details and determine if case should be approved or rejected.
 - a) Approved-Credit issued to the account, Case and Account is noted, and email correspondence is triggered.
 - b) Rejected-Case and Account is noted, and email correspondence is triggered.
 - b. 91EL Customers via Customer Portal
 - i. CSR Case Processers shall review case details and determine if case should be approved or rejected.
 - a) Approved-Credit issued to the account, Case and Account is noted, and email correspondence is triggered.
 - b) Rejected-Case and Account is noted, and email correspondence is triggered.
 - c) IOP Customer
 - i. The CSC Leadership Team receives ODS Trip Dispute request via email from IOP agency. CSC Lead/Supervisor shall create an ODS General case.
 - ii. The CSC Manager shall review the case details and images to determine if IOP customers should receive credit for trips.
 - a) The CSC Manager shall notify the IOP agency if credit is approved or rejected and close the case.
3. System Monitoring and Enhanced Application Monitoring –
 - a. Daily System Checks for:
 - i. Image download confirmation
 - ii. Verify appropriate discounting.
 - iii. Trend analysis and baseline establishment.
4. Finance Reconciliation –
 - a. Credit Reporting Process for Invoicing
 - b. Credit Reporting Process for All IOP Agencies for GL Reconciliation with the Trial Balance
 - c. IOP AR Accrual and Settlement Journal Entries for All IOP Agencies

Training:

1. The CSC Operations staff shall conduct the following Initial training:
 - a. Overview of ODS
 - b. How to Handle an ODS Call
 - c. Call Scripts
 - d. Reviewing the Image
 - e. Case Creation
 - f. Case Resolution
2. Optional Refresher Training to be held 1 month after launch.
3. Training material development

Image Storage:

Analysis was conducted based on the assumptions provided by RCTC and as detailed in Section 4.1 of this Change Order. Should those assumptions change, ViaPlus reserves the right to re-evaluate and issue a separate Change Order for additional storage or services to meet requirements not known to us.

At this time no additional storage is required to be added.

3.1 ACTIONS TO BE TAKEN AND IMPACTED AREAS:

1. Update associated as-built documentation, (SDD-01 Account Management, SDD-06 Transaction Processing, SDD-07 IOP, SDD-11 Reporting, SDD-14 SAC and SDD-17 Website)
2. CSC SOP changes.
3. Accounting Policies and Procedures SOP Changes.
4. Reports and Reconciliation Plan Updates.
5. Business Rules updates.
6. Develop and Implement functionality defined in this CO.
7. Validate and test integration per defined criteria.

4 ASSUMPTIONS

1. Changes will be limited to the functionality defined in this CO.
2. Any new requirements or changes exceeding the capacity of the effort scoped for the Design Phase will result in a separate CO with additional estimated hours, additional costs, and modifications to the project schedule.
3. All operational QA/QC processes will remain intact. No Additional scope will be added as described in this CO.
4. The Agency shall witness integration testing within a week of notification to RCTC that changes within this change order can be tested.
5. The implemented final design of this CO will be included in the applicable As-Built documentation.
6. The Agency will approve invoicing of the Acceptance Milestone after all work items described in this CO are in production for 3 months.
7. RCTC to complete the review and approve this CO within 10 days of receipt of the document.

4.1 Storage Assumptions:

1. 3 images in total will be received per OBS transaction.
2. Approximately 600KB (for three images) in storage is needed per ODS transaction.
3. Approximately 50,000 monthly transactions are anticipated.
4. ODS Images will follow the same data retention rules as other transactions images and will be retained for 5 years.

5 REPRESENTATIONS

RCTC agrees that:

1. The ongoing SDDD approval process will not be impacted in any way due to the implementation of the functionality within this Change Order.
2. The 30 calendar days following the release of the functionality as described in this Change Order will be considered a stabilization period. During this stabilization period, BOS faults related to

functionality described in this Change Order shall be properly documented on the appropriate scorecard with the associated penalty as zero. KPI failures qualifying for this exception will be proposed by ViaPlus and approved by RCTC.

6 COSTS

- 6.1 Milestone Payments Schedule:
 Notice to Proceed (NTP) – 30%
 Approval to Deploy – 50%
 Acceptance – 20%

- 6.2 Cost Breakdown

Implementation:

<i>Implementation Firm-fixed price</i>	\$ 392,952.65
Training Cost	\$ 0 (included in implementation firm-fixed price)
Image Storage	\$ 0 (based on assumptions listed in Section 4.1)
Total Amount Due	\$392,952.65

Monthly Recurring Costs:

ViaPlus will invoice on a monthly recurring basis for costs associated with processing ODS disputes. The total number of ODS disputes handled will be billed at the specified rate per dispute stated below.

<i>Contract Year</i>	3	4	5	6	7	8	9	10	11
<i>O&M Cost per ODS Dispute-</i>	\$4.33	\$4.46	\$4.59	\$4.73	\$4.87	\$5.01	\$5.17	\$5.32	\$5.48

Total Change Order Cost

<i>Implementation Firm-fixed price</i>	\$ 392,952.65
*Estimated aggregate monthly recurring costs through February 28, 2027	\$250,000.00
Total Amount Due	\$642,952.65

*RCTC estimates that aggregate monthly recurring costs through February 28, 2027, for processing ODS disputes will be less than \$250,000. If ViaPlus believes that this amount will be exceeded, ViaPlus will promptly notify RCTC and the parties will work together to receive necessary authorization so that ViaPlus can continue the processing.

7 ESTIMATED TIME TO COMPLETION

Final Design: no later than October 31, 2024
 Integration Testing: TBD



Current estimated delivery is targeted for: Q1 2025

This Change Order must be fully executed by **September 30, 2024**, in order to meet stated delivery timelines. Failure to execute this Change Order by the stated date will result in a delivery delay.

8 DEFINED TERMS AND ACRONYMS

Acceptance	The Change Order is fully deployed, tested, verified, and accepted by RCTC
BOS	Back Office System
BR	Business Rule
CO	Change Order
CUSA	Cofiroute USA
ICD	Interface Control Document
NTP	Execution of the Change Order
ODS	Occupancy Detection System
RCTC	Riverside County Transportation Commission
TPE	Transaction Processing Engine
Vendor	Cofiroute USA

This Change Order may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A manually signed copy of this Change Order 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 Change Order for all

Except as modified and amended herein, the Master Agreement shall remain unchanged and in full force and effect. This Change Order only impacts the COMMISSION Only Scope of Work and Requirements.

9 APPROVALS

Jennifer Crosson, Toll Operations Director (RCTC)

Date

Crystal Hannemann, COO (CUSA DBA ViaPlus Operations)

Date

10 APPENDICES

RESOLUTION NO. 24-004**RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION
COMMISSION REGARDING THE
REVISED 91 EXPRESS LANES
TRANSPONDER AND CUSTOMER ACCOUNT PLAN FEE POLICIES**

WHEREAS, the Riverside County Transportation Commission (the Commission) adopted transponder and customer account plan fee policies for the 91 Express Lanes (Account Fee Policies), originally established by the Orange County Transportation Commission (OCTA), as part of adoption of the Cooperative Agreement for State Route 91 Express Lanes and Corridor Improvements between the Commission and OCTA (ORCA).

WHEREAS, in order to address state mandated changes to California's toll transponder technology which required transition to 6C technology by January 1, 2019, the Commission adopted Resolution No. 18-02, on July 11, 2018, amending the Account Fee Policies.

WHEREAS, the Commission and OCTA currently offer free or reduced tolls to customers who use the 91 Express Lanes with three or more occupants in their vehicle (HOV3+), with HOV3+ status declared by use of the 3+ carpool verification lane when traveling through the toll points on the 91 Express Lanes.

WHEREAS, the Commission will be installing an Occupancy Detection System for the purpose of verifying that vehicles driving through the 3+ carpool verification lane have three or more occupants in their vehicle, and qualify for free or discounted use of the 91 Express Lanes.

WHEREAS, an Occupancy Correction Fee of \$5 will be added to the toll amount for customers who drive through the 3+ carpool verification lane without three or more

occupants in their vehicle.

WHEREAS, the intent is to revise the Account Fee Policies as follows: by adding the \$5 Occupancy Correction Fee.

WHEREAS, the Commission retains the authority to modify the Account Fee Policies as described herein, but must do so cooperatively with OCTA, per the terms of the ORCA.

NOW, THEREFORE, be it resolved by the Riverside County Transportation Commission as follows.

Section 1. The recitals set forth above are true and correct and are incorporated by reference as if fully set forth herein.

Section 2. The Riverside County Transportation Commission hereby adopts the revised Account Fee Policies attached as Exhibit A to this Resolution.

APPROVED AND ADOPTED this 10th day of July, 2024.

Lloyd White, Chair
Riverside County Transportation Commission

ATTEST:

Lisa Mobley, Clerk of the Board
Riverside County Transportation Commission

Exhibit A

Revised 91 Express Lanes Transponder and Customer Account Plan Fee Policies

	Adopted from OCTA 12/16/2011	Revised 07/xx/18
Transponder Fees		
6C Sticker Transponders	Not applicable	\$5 per transponder at time of issuance
Legacy Title 21 Standard and Switchable Transponders	\$35 lost/damaged fee	Not applicable
6C Switchable Transponders	Not applicable	\$15 per transponder at time of issuance
Account Plan Fees		
Convenience Plan	One-time \$75 per transponder	\$100 per account
Express Club Plan	\$20 per transponder per month, \$1 discount per 91 Express Lanes transaction	Not applicable (no longer offered)
Standard Plan	\$7 per transponder per month, offset by toll usage	\$2 per account per month, \$1 per tolled 91 Express Lane transaction exceeding 30 transactions per month up to \$50 per month
Special Access Plan	No fees	No fees
Other Fees		
Account Deactivate Fee	\$25 per occurrence	\$25 per occurrence
Printed Statement Fee	\$2 per occurrence	\$2 per occurrence
Non-Sufficient Check Fee	\$25 per occurrence	\$25 per occurrence
Occupancy Correction Fee	Not applicable	\$5 per occurrence

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	June 24, 2024
TO:	Toll Policy and Operations Committee
FROM:	Anthony Parada, Senior Management Analyst
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	Department of California Highway Patrol Agreement for Express Lanes Enforcement

STAFF RECOMMENDATION:

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

- 1) Approve Agreement No. 24-31-082-00 with the Department of California Highway Patrol (CHP) for enforcement on the express lanes for six-year term in the amount of \$9,000,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

In March 2017, the CHP began supporting the Commission’s 91 Express Lanes operation by providing on-road toll enforcement and maintenance closures under a three-year agreement. In September 2020, the Commission approved a five-year agreement to provide services for the 91 Express Lanes and the 15 Express Lanes that expires in December 2024. This item is to enter into a new six-year agreement.

The Toll Facility Agreements (TFA) between RCTC and Caltrans, which granted a lease to the Commission to use the State Route 91 median for the operation of the 91 Express Lanes and Interstate 15 median for the 15 Express Lanes, provides the Commission with the option to engage the services of the CHP. CHP is designated by the state of California as the agency to perform enforcement on the state highways. The TFA and state designation of CHP as the agency to provide policing services on the 91 Express Lanes and 15 Express Lanes and the use of CHP across the state by toll agencies makes CHP the best choice for the performance of enforcement and maintenance zone enhanced enforcement program (MAZEEP) at this time.

The CHP plays an important role in the success of the express lanes. The CHP assists with enforcement of express lanes policies, the removal of debris and disabled vehicles from the express lanes and MAZEEP for required express lanes maintenance.

Express Lane Policy Enforcement

The CHP enforcement of express lanes policies related to the collection of toll revenue is important to ensure the collection of toll revenue sufficient to support the operation of the express lanes and the repayment of debt.

The CHP provides enforcement of the HOV3+ discount by visually observing the number of occupants in the vehicle self-declaring to have three or more occupants. To identify vehicles that are eligible for the HOV3+ discount, motorists on the 91 Express Lanes drive through a dedicated HOV3+ lane and customers on the 15 Express Lanes will set their switchable transponder to 3+. To discourage vehicles with less than three occupants from driving through the dedicated HOV3+ lane or setting their transponder to 3+ and thereby receiving free or discounted tolls, staff proposes the CHP continue to provide on-road enforcement.

The Commission's express lanes policies and California Vehicle Code 23302(a) include a requirement for users of the express lanes to have a FasTrak™ transponder associated with a valid account properly mounted in their vehicle. Customers without a transponder trigger the on-road violation enforcement cameras capturing an image of the license plate. Some customers using the express lanes without a FasTrak™ transponder will also not have a plate on their vehicle or a plate for which the on-road cameras can capture a legible image. These transactions result in uncollectible transactions and a loss of toll revenue. The CHP officers are provided with a web-based portal to allow them to identify vehicles passing through a toll point without a valid transponder as well as the transponder occupancy setting. By observing the overhead light, officers can identify vehicles without a transponder and license plate and issue a citation.

Safety

The removal of debris and disabled vehicles from the express lanes is important to provide a reliable and safe travel option for customers. The CHP assists the express lanes freeway service patrol with the removal of disabled vehicles, the clearing of accidents and the removal of large debris from the express lanes.

Maintenance Support

The proposed agreement also includes the use of CHP to perform MAZEPP for maintenance work performed by Caltrans under the Commission's maintenance agreement and other maintenance projects.

The CHP agreement is a time and materials agreement that will be managed through the scheduling of CHP activity to ensure the express lanes receive services during operating hours for which the loss of revenue is the highest and for all maintenance activities which involve Caltrans. The estimated annual contract value of up to \$1,500,000 per year provides for enforcement, safety, and MAZEPP support as scheduled.


CHP has been a valued partner of the Commission as the operator of the 91 Express Lanes and 15 Express Lanes in Riverside County. It has worked with the Commission to develop on-road enforcement tactics that serve as a deterrent to customers who do not follow the carpool rules required to get the HOV3+ discount and/or transponder requirement. The CHP has also supported all maintenance efforts by assisting with developing methods to shorten the length of the closures and with the safety of the maintenance personnel.

The Commission’s Procurement Policy Manual allows for the non-competitive procurement of non-federally funded services if the services are to be provided by a government or other public entity.

STAFF RECOMMENDATION:

Toll enforcement and MAZEPP services on the express lanes are essential to the collection of toll revenue and the safety of maintenance personnel. Staff recommends that the Commission approve Agreement No. 24-31-082-00 with CHP for a term of six years at a cost not to exceed \$9,000,000.

FISCAL IMPACT:

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25+	Amount:	\$9,000,000
Source of Funds:	SR-91 and I-15 Toll Revenue			Budget Adjustment:	N/A
GL/Project Accounting No.:	009199 77114 00000 0000 591 31 73003 001599 77114 00000 0000 515 31 73003				
Fiscal Procedures Approved:				Date:	06/07/2024

Attachment: CHP Agreement No. 24-31-082-00

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER DRAFT	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---------------------------------------------

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Riverside County Transportation Commission

2. The term of this Agreement is:

START DATE

01/01/2025

THROUGH END DATE

12/31/2030

3. The maximum amount of this Agreement is:

\$9,000,000.00 (Nine Million and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions	4
Exhibit D	Special Terms and Conditions	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Transportation Commission

CONTRACTOR BUSINESS ADDRESS

4080 Lemon Street, 3rd Floor

CITY

Riverside

STATE

CA

ZIP

92502

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Riverside County Transportation Commission (RCTC) agrees to reimburse the Department of California Highway Patrol (CHP), Riverside Area office for costs associated with traffic control related services on the SR-91 and I-15 Express Lanes during peak commute hours, support from uniformed and non-uniformed personnel for the gathering, preparation, processing and submission of enforcement related documents, statistical data, billing and additional documents as required, and court overtime costs related to enforcement and other documents/reports provided by the CHP Riverside Area office during peak commute hours and during state highway maintenance activities within the Riverside County SR-91 and I-15 Express Lanes.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an “as needed” basis and must be mutually agreed upon by the local CHP command and RCTC.

3. The project representatives during the term of this agreement will be:

STATE AGENCY	
Department of California Highway Patrol	
NAME	
Jeff McKee, Riverside Area Office	
TELEPHONE NUMBER	FAX NUMBER
(951) 637-8000	(951) 637-8003

Direct all inquiries to:

STATE AGENCY		RCTC	
Department of California Highway Patrol		Riverside County Transportation Commission	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Contract Analyst		Jennifer Crosson, Toll Operations Manager	
ADDRESS		ADDRESS	
P.O. Box 942898, Sacramento, CA 94298-0001		4080 Lemon Street, 3rd Floor, Riverside, CA 92502	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	OFC MGR-TELEPHONE NUMBER
(916) 843-3610	(916) 322-3166	(951) 280-6314	JCrosson@rctc.org

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK (Continued)

4. Detailed description of work to be performed:

- A. The CHP Riverside Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Riverside Area office be unable to fill the necessary staffing for enforcement of the SR-91 and I-15 Express Lanes, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
- B. The traffic control service to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by RCTC that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, RCTC agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.
- E. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, RCTC will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.
- F. CHP shall provide Maintenance Zone Enhanced Enforcement Program "MAZEEP" for maintenance efforts within the Riverside County SR-91 and I-15 Express Lanes Toll Facility upon request by the RCTC. CHP shall coordinate MAZEEP services with the RCTC designated facility maintenance provider.
- G. CHP shall provide Construction Zone Enhanced Enforcement Program "COZEEP" for construction efforts within the Riverside County SR-91 and I-15 Express Lanes Toll Facility upon request by the RCTC. CHP shall coordinate COZEEP services with the RCTC designated facility maintenance provider.
- H. **Cancellation of Services**

RCTC shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

- 1) RCTC agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- 2) RCTC agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, RCTC shall only be charged a short notice service cancellation fee of fifty dollars (\$50.00) per assigned CHP officer(s).
- 3) All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- 4) The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide RCTC with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

Riverside County Transportation Commission
ATTN: Jennifer Crosson, Toll Operations Manager
4080 Lemon Street, 3rd Floor
Riverside, CA 92502

RCTC agrees to pay CHP within thirty (30) days after the date of the invoice. If payment is not submitted because of a dispute, RCTC shall submit the reasons for the dispute to CHP within thirty (30) days of receiving the invoice charges

In consideration for the traffic control services contained herein, RCTC agrees to reimburse the CHP upon receipt of an itemized invoice. RCTC agrees to reimburse the CHP for **the actual costs incurred** at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, RCTC agrees to pay the increased rate. The following information are the CHP overtime rates effective Fiscal Year 2024/2025, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$122.51 per hour
CHP Sergeant	\$149.05 per hour
CHP M/C Sergeant	\$154.95 per hour
Office Assistant	\$ 31.69 per hour
Office Services Supervisor I	\$ 36.92 per hour
CHP Vehicle	\$ 1.66 per mile
CHP Motorcycle	\$ 1.60 per mile

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: ~~Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. See Exhibit D, Special Terms and Conditions, Item 8 and 9.~~

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW**: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and RCTC agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and RCTC agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by RCTC or such need for repair or replacement of property arises directly from RCTC gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
8. As authorized by Government Code section 895.4, California Highway Patrol (CHP) shall defend, indemnify, and save harmless Riverside County Transportation Commission (RCTC) and all of RCTC appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, employees, contractors, or subcontractors, during the course and scope of this Agreement. CHP shall reimburse RCTC for all expenses, including court costs and reasonable attorney fees, incurred by reason of such claims, suits or actions, or incurred in seeking indemnity or other recovery from CHP thereunder.
9. As authorized by Government Code section 895.4, RCTC shall defend, indemnify, and save harmless California Highway Patrol (CHP) and all of CHP's appointees, officers, and employees from and against any and all claims, suits, or actions for "injury" (as defined by Government Code section 810.8) arising out of the negligent or intentional acts or omissions of RCTC, or RCTC appointees, officers, employees, contractors, or subcontractors, during the course and scope of this Agreement. RCTC shall reimburse CHP for all expenses, including court costs and reasonable attorney fees, incurred by reason of such claims, suits or actions, or incurred in seeking indemnity or other recovery from RCTC thereunder.
10. Neither termination nor completion of this Agreement shall release either CHP or RCTC from the obligations of Article 8 and 9 of these Special Terms and Conditions, so long as the claim, suit, action, or expense is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

SPECIAL TERMS AND CONDITIONS *(Continued)*

11. RCTC agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of RCTC.