



MEETING AGENDA

Budget and Implementation Committee

Time: 9:30 a.m.

Date: March 24, 2025

Location: BOARD ROOM
County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside, CA 92501

TELECONFERENCE SITES

COUNCIL CHAMBER CONFERENCE ROOM
City of Palm Desert
73510 Fred Waring Drive, Palm Desert, CA 92260

LARGE CONFERENCE ROOM
French Valley Airport
37600 Sky Canyon Drive, Murrieta, CA 92563

COMMITTEE MEMBERS

Linda Molina, **Chair** / To Be Appointed, City of Calimesa
Valerie Vandever, **Vice Chair** / Alonso Ledezma, City of San Jacinto
Jeremy Smith / Kasey Castillo, City of Canyon Lake
Raymond Gregory / Mark Carnevale, City of Cathedral City
Steven Hernandez / Stephanie Virgen, City of Coachella
Scott Matas / Dirk Voss, City of Desert Hot Springs
Bob Magee / Natasha Johnson, City of Lake Elsinore
Bob Karwin / Dean Deines, City of Menifee

Ulises Cabrera / Edward Delgado, City of Moreno Valley
Cindy Warren / Lisa DeForest, City of Murrieta
Jan Harnik / To Be Appointed, City of Palm Desert
David Ready / Grace Garner, City of Palm Springs
James Stewart / Brenden Kalfus, City of Temecula
Chuck Washington, County of Riverside, District III
Yxstian Gutierrez, County of Riverside, District V

STAFF

Aaron Hake, Executive Director
David Knudsen, Deputy Executive Director

AREAS OF RESPONSIBILITY

Annual Budget Development and Oversight
Competitive Federal and State Grant Programs
Countywide Communications and Outreach Programs
Countywide Strategic Plan
Legislation
Public Communications and Outreach Programs
Short Range Transit Plans

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
BUDGET AND IMPLEMENTATION COMMITTEE**

www.rctc.org

AGENDA*

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

9:30 a.m.

Monday, March 24, 2025

BOARD ROOM

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

TELECONFERENCE SITES

COUNCIL CHAMBER CONFERENCE ROOM

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French Valley Airport

37600 Sky Canyon Drive, Murrieta, California

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

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

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENTS – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

Under the Brown Act, the 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.

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 – FEBRUARY 24, 2025

Page 1

6B. MONTHLY INVESTMENT REPORT

Page 9

Overview

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

- 1) Receive and file the Monthly Investment Report for the month ended February 28, 2025.

7. AGREEMENTS FOR VANCLUB VEHICLE LEASING SERVICE

Page 12

Overview

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

- 1) Award the following agreements to provide VanClub Vehicle Leasing Services, for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000;
 - a) Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company; and
 - b) Agreement No. 25-41-075-00 with Green Commuter.

8. AGREEMENT NO. 25-31-044-00 FOR SOFTWARE AS A SERVICE WITH REPLICA FOR AGENCY WIDE USE

Page 71

Overview

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

- 1) Award Agreement No. 25-31-044-00, a sole source procurement, to Replica for Software as a Service (SaaS) for the Project in the amount \$772,725;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

9. AGREEMENT FOR CALL BOX REMOVAL SERVICES

Page 87

Overview

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

- 1) Award Agreement No. 25-45-059-00 with Global Builders Inc. for the removal of Call Boxes along Riverside County highways in the not to exceed \$149,900; and
- 2) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

10. STATE AND FEDERAL LEGISLATIVE UPDATE

Page 119

Overview

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

- 1) Receive and file a state and federal legislative update.
- 2) Adopt the following bill position:
 - a) AB 334 (Petrie-Norris)—Support.

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

12. EXECUTIVE DIRECTOR REPORT

13. COMMISSIONER COMMENTS

Overview

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

14. ADJOURNMENT

The next Budget and Implementation Committee meeting is scheduled to be held at **9:30 a.m., April 28, 2025.**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

BUDGET AND IMPLEMENTATION COMMITTEE

Monday, February 24, 2025

MINUTES

1. CALL TO ORDER

The meeting of the Budget and Implementation Committee was called to order by Chair Linda Molina at 9:30 a.m. in the Board Room at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California 92501 and at the teleconference sites: Council Chamber Conference Room, City of Palm Desert, 73510 Fred Waring Drive, Palm Desert, California 92260, and the Large Conference Room, French Valley Airport, 37600 Sky Canyon Dr., Murrieta, California 92563.

2. ROLL CALL

Members/Alternates Present

Ulises Cabrera
Raymond Gregory**
Yxstian Gutierrez***
Jan Harnik**
Bob Karwin
Bob Magee
Linda Molina
David Ready
Jeremy Smith
Valerie Vandever
Cindy Warren*
Chuck Washington*

Members Absent

Steven Hernandez
Scott Matas
James Stewart

*Joined the meeting at French Valley.

**Joined the meeting at Palm Desert.

***Arrived after the meeting was called to order.

3. PLEDGE OF ALLEGIANCE

Chair Molina led the Budget and Implementation Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

At this time, Commissioner Yxstian Gutierrez joined the meeting.

5. ADDITIONS / REVISIONS

There were no additions or revisions to 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.*

M/S/C (Vandever/Gutierrez) to approve the following Consent Calendar item(s):

6A. APPROVAL OF MINUTES – JANUARY 27, 2025

6B. QUARTERLY SALES TAX ANALYSIS

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

- 1) Receive and file the sales tax analysis for Quarter 3, 2024 (3Q 2024).

6C. QUARTERLY FINANCIAL STATEMENTS

- 1) Receive and file the Quarterly Financial Statements for the six months ended December 2024.

6D. MONTHLY INVESTMENT REPORT

- 1) Receive and file the Monthly Investment Report for the month ended January 31, 2025.

6E. QUARTERLY PUBLIC ENGAGEMENT METRICS REPORT, OCTOBER – DECEMBER 2024

- 1) Receive and file the Quarterly Public Engagement Metrics Report for October - December 2024.

6F. QUARTERLY REPORTING OF CONTRACT CHANGE ORDERS FOR CONSTRUCTION CONTRACTS

- 1) Receive and file the Quarterly Report of Contract Change Orders for Construction Contracts for the three months ended September 30, 2024.

6G. STATE AND FEDERAL LEGISLATIVE UPDATE

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

7. PROPOSED POLICY GOALS AND OBJECTIVES FOR FISCAL YEAR 2025/26 BUDGET

Daniel Hernandez, Financial Budget Manager, presented the proposed Policy Goals and Objectives for Fiscal Year 2025/26 Budget, highlighting the following areas:

- Budget development – Commission Goals and Policies; Department Goals and Objectives; and Budget Development and Adoption
- Commission goals and objectives
 - ✓ Quality of life
 - ✓ Operational excellence
 - ✓ Connecting the economy
 - ✓ Responsible partner
- Commission goals and objectives – Updated for FY 2025/26 for following categories
 - ✓ Quality of life
 - ✓ Operational excellence
 - ✓ Connecting the economy
 - ✓ Responsible partner
- Short-term objectives: Capital and Toll Project Development and Delivery + Operations + Regional Programs + Management Services = FY 2025/26 Budget
- Guiding fiscal policies
 - ✓ Financial planning
 - ✓ Revenues
 - ✓ Expenditures/expenses
 - ✓ Debt management
 - ✓ Cash management
 - ✓ Accounting and reporting
- Commission fiscal policies – Updated for FY 2025/26 for the following categories
 - ✓ Financial planning
 - ✓ Revenues
 - ✓ Expenditures/expenses
 - ✓ Debt management
 - ✓ Cash management
 - ✓ Accounting and reporting
- Next steps

Daniel Hernandez thanked Sergio Vidal, Chief Financial Officer, and Michele Cisneros, Deputy Director of Finance, for their assistance with this presentation.

Commissioner Jeremy Smith appreciated Daniel Hernandez for how phenomenal of a job he did, his position is extremely important and thanked Mr. Hernandez for the hard work on this.

Commissioner Jan Harnik thanked Daniel Hernandez for a great presentation and referred to the goal for Connecting the Economy right now it is extremely meaningful especially in the Coachella Valley and she appreciates the first bullet under Connecting the Economy the *Workforce Mobility* because it is so critically important to their valley. She stated when they talk about it by improving transportation access from housing through employment and education centers and are working diligently in the Coachella Valley and appreciated being able to see that listed so clearly in their goals.

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

- 1) Review and approve the proposed Commission Policy Goals and Objectives for the Fiscal Year (FY) 2025/26 Budget; and**
- 2) Review and approve the Fiscal Accountability Policies for the FY 2025/26 Budget.**

8. SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS 2025 CALL FOR PROJECT NOMINATIONS PROJECT PRIORITIZATION FRAMEWORK

Jillian Guizado, Planning and Programming Director, provided a detailed overview for the RCTC Project Prioritization Framework (framework) for Southern California Association of Governments (SCAG) 2025 Call for Project Nominations for the distribution of Surface Transportation Block Grant (STBG) and Congestion Mitigation and Air Quality (CMAQ) funds.

In response to Commissioner Bob Karwin's question about what the anticipated amount of budget that SCAG is going to put towards the next call for projects in this region, Jillian Guizado replied the total regionwide for the six counties in the SCAG region is \$1.2 billion and then their 12 percent target share that they would hope to see in Riverside County is \$152 million.

In response to Commissioner Karwin's question how often the call for projects is renewed, Jillian Guizado replied they are still getting their footing because at the federal level, transportation funds are currently authorized for five years through 2026 but as she mentioned those funds are available through 2028. Caltrans prepares an apportionment estimate based on what federal traditionally does and that is where the numbers are coming from.

Commissioner Karwin stated he is asking this because when they go through the factors of deliverability and readiness and those type of things is it by the date they decide or is there some flexibility to 2028 for those projects.

Aaron Hake replied it is the agency's best estimate of whether the project will be ready within that timeframe so that when the funding is available, they can reliably represent the project.

In response to Commissioner Karwin's question about the time frame, Aaron Hake replied it is for whenever they request the funds.

Jillian Guizado stated that projects notoriously do not go when they think they will so what staff intended to do with the framework is to try and get projects that are as ready to go as possible now.

In response to Commissioner Karwin's clarification the sooner the projects are going to be viable the higher they will rate, Jillian Guizado replied yes.

Commissioner Karwin asked if a project is estimated for seven years from now it would still qualify but it would be rated very low, or it would just not qualify.

Jillian Guizado replied if it has gone through the National Environmental Policy Act (NEPA) it could get some good points there, but it would probably end up ranking low if it is not ready for five to seven years from now. These funds do need to be obligated basically telling the state and federal that this project is ready to go by 2029 or 2030 at the very latest.

Aaron Hake stated it is a critical point because what has happened with this new process that the Federal Highway Administration has made the state and SCAG go through means they have lost all flexibility to move funds around. In the past if there was a project that they thought was going to be ready no longer was, they would be able to find another project that was ready to go and move the money around, they cannot do that anymore. They are now committing to SCAG a list of projects and if a project gets awarded and it falls off schedule that money does not come back to RCTC, it goes back to SCAG and the regional list, to go to whoever is next in the competition. That is why staff is putting heavy emphasis on readiness so that they do not lose money for Riverside County. The Federal Surface Transportation Reauthorization bill as they heard from their lobbyist is due to take shape starting next year assuming that Congress will reauthorize that bill and the funding levels will be like what they are today. They will have this competition they will make awards but that does not mean the project is going to get funded it is also contingent on Congress reauthorizing the surface transportation bill and it is contingent on those funding levels being at least what they are today. If neither of those things happen the funding that is awarded through this SCAG process really is not there.

Commissioner Raymond Gregory thanked Jillian Guizado for a great presentation and thanked staff for their work in making sure that well qualified projects can compete no matter where they are in the county and trying their best to simplify the checklist for the award of points.

Chair Molina concurred with Commissioner Gregory's comments as this is a tedious process and it is a change from their norm.

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

- 1) Approve the RCTC Project Prioritization Framework (framework) for the Southern California Association of Governments (SCAG) 2025 Call for Project Nominations.**

9. AGREEMENT FOR TRANSPORTATION DEVELOPMENT ACT TRIENNIAL PERFORMANCE AUDIT SERVICES

Monica Morales, Senior Management Analyst, presented an overview for the award to the agreement with Michael Baker International Inc. for Transportation Development Act Triennial Performance audit services.

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

- 1) Award Agreement No. 25-62-036-00 to Michael Baker International Inc (MBI). for Transportation Development Act (TDA) Triennial Performance Audit Services (TPA) for a one-year term, and one, three-year option to extend the agreement, in the amount of \$286,812, plus a contingency amount of \$14,338, for a total not to exceed amount of \$301,150;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement including the option term, on behalf of the Commission; and**
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.**

10. AMENDMENT TO CITY OF RIVERSIDE'S FISCAL YEAR 2024/25 SHORT RANGE TRANSIT PLAN

Eric DeHate, Transit Manager, provided an overview for an amendment to the city of Riverside's Fiscal Year 2024/25 Short Range Transit Plan for a \$200,000 increase in the FY 2024/25 Local Transportation Fund (LTF) funding allocation.

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

- 1) Approve a \$200,000 increase in the Fiscal Year (FY) 2024/25 Local Transportation Fund (LTF) funding allocation for the city of Riverside (City) for a new allocation amount of \$5,102,802; and**
- 2) Approve an amendment to the City's FY 2024/25 Short Range Transit Plan (SRTP) to increase the LTF operating allocation in the amount of \$200,000 for preventative maintenance (PM) and other operating expenses.**

11. ITEM(S) PULLED FROM CONSENT CALENDAR AGENDA

There were no items pulled from the consent calendar.

12. EXECUTIVE DIRECTOR REPORT

Aaron Hake:

- Thanked the Commissioners for their attendance at its February 20-21, 2025, Commission and Workshop meetings and for also being here today. The RCTC Management Team will be meeting on February 25 to go over everything and make a plan.

13. COMMISSIONER COMMENTS

- 13A.** Commissioner Smith stated if this Commission does not have an objection, he would like them to review the spending authority for their executive director as it has been over four or five years since the Commissioners have looked at that.

Aaron Hake clarified that Commissioner Smith would like to look at his signature authority for contracts when the last time it was updated.

- 13B.** Commissioner Karwin requested to review the agenda software in the Board Room to see if there is a way to link the agenda packet from the computer system there were certain things he did not expect that he needed to reference, it would be great if he could click on a link and pull up the agenda packet at the Dais.

Commissioner Gutierrez noted there should be a way to do that because they can at their Board of Supervisor meetings.

Commissioner Karwin replied that the city of Menifee also has that software, and it would be great to have a link to it so he can see the numbers as staff is going through and listing all the numbers in the staff report.

Aaron Hake asked Lisa Mobley, Administrative Services Director/Clerk of the Board, to provide additional information about the agenda software.

Lisa Mobley stated that RCTC is not a county department, so they do not have access to the system in here, they are here as guests. She will work with County IT staff and see what they can do to improve that for the Commissioners.

Commissioner Karwin noted there is also a software where it is a separate portal where they can link so it is not through the county system it is like a weblink where it is posted on there.

Aaron Hake replied staff will explore that with the county.

14. ADJOURNMENT

There being no further business for consideration by the Budget and Implementation Committee, the meeting was adjourned at 10:08 a.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Tara S. Byerly". The signature is written in a cursive, flowing style.

Tara S. Byerly
Deputy Clerk of the Board

AGENDA ITEM 6B

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 24, 2025
TO:	Budget and Implementation Committee
FROM:	Megan Kavand, Toll Finance Manager
THROUGH:	Sergio Vidal, Chief Financial Officer
SUBJECT:	Monthly Investment Report

STAFF RECOMMENDATION:

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

- 1) Receive and file the Monthly Investment Report for the month ended February 28, 2025.

BACKGROUND INFORMATION:

The Commission’s investment reports have generally reflected investments primarily concentrated in the Riverside County Pooled Investment Fund as well as investments in mutual funds for sales tax revenue bonds debt service payments.

As a result of significant project financings such as the State Route 91 Corridor Improvement Project (91 Project) and the Interstate 15 Express Lanes Project (I-15 ELP), the Commission engaged MetLife Investment Management, LLC, formerly Logan Circle Partners, L.P. (MetLife), as the investment manager for the bond proceeds and other required funds. Additionally, the Commission engaged Payden & Rygel Investment Management to make specific investments for Commission operating funds. The Commission approved initial agreements with the investment managers in May 2013 following a competitive procurement and has extended the agreements through the annual recurring contracts process.

MetLife invested the debt proceeds and subsequent other required contributions for the 91 Project and I-15 ELP in separate accounts of the Short-Term Actively Managed Program (STAMP). The Commission completed the 91 Project financing in 2013, the I-15 ELP and 91 Project completion financing (2017 Financing) in July 2017 and the 2021 91 Project refinancing (2021 Financing) in October 2021. Consistent with financing expectations, the Commission expended all 91 Project debt proceeds and equity contributions, except for the toll revenue bonds debt service reserve, and subsequent to commencement of operations, established other required accounts. Additionally, the Commission has fully expended the 2017 Financing bond proceeds for the I-15 ELP.

The monthly investment report for February 2025, as required by state law and Commission policy, reflects the investment activities resulting from the 91 Project, 2021 Financing and

available operating cash. As of February 28, 2025, total cash and investments in the Commission’s portfolio totaled approximately \$1.74 billion and were comprised of the following:

CASH AND INVESTMENTS PORTFOLIO	AMOUNTS ¹
Operating	\$ 1,137,593,291
Trust	344,895,613
Commission-managed	196,251,362
STAMP for 91 CIP	59,884,500
Total	\$ 1,738,624,766
Note: ¹ Unreconciled and unaudited	

As of February 28, 2025, the Commission’s cash and investments are in compliance with both the Commission’s investment policy adopted on December 11, 2024, and permitted investments described in the indenture for the Commission’s sales tax revenue bonds and the master indenture for the Commission’s toll revenue bonds. Additionally, the Commission has adequate cash flows for the next six months.

FISCAL IMPACT:

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

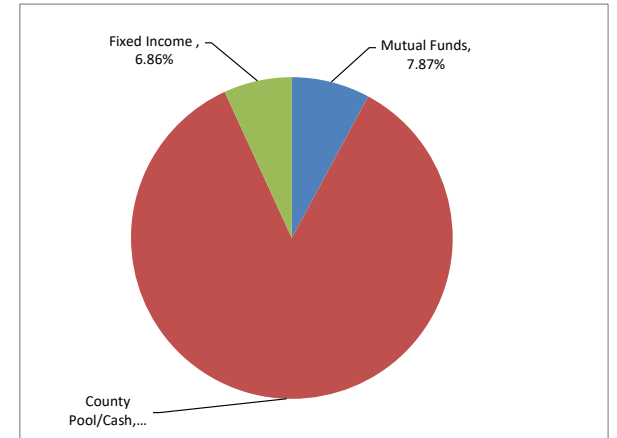
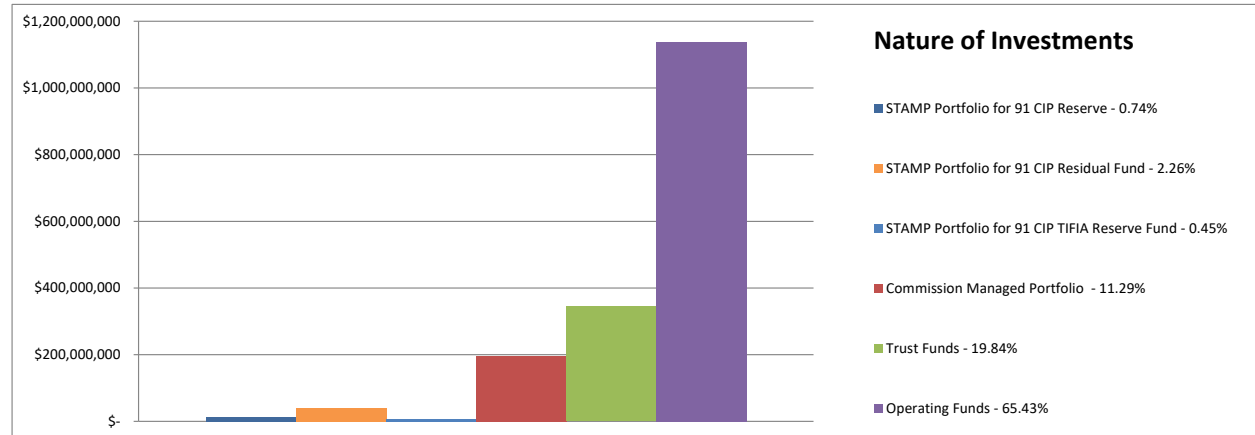
Attachment: Investment Portfolio Report

Riverside County Transportation Commission
Investment Portfolio Report
Period Ended: February 28, 2025

	STATEMENT BALANCE ¹	FINANCIAL INSTUTION	STATEMENTS	RATING MOODY'S / S&P	COUPON RATE	PAR VALUE	PURCHASE DATE	MATURITY DATE	YIELD TO MATURITY	PURCHASE COST	MARKET VALUE	UNREALIZED GAIN (LOSS)
OPERATING FUNDS												
City National Bank Deposits	39,619,662	City National Bank	Available upon request	A3/BBB+	N/A				N/A			
County Treasurer's Pooled Investment Fund	1,097,973,629	County Treasurer	Available upon request	Aaa-bf								
Subtotal Operating Funds	1,137,593,291											
FUNDS HELD IN TRUST												
County Treasurer's Pooled Investment Fund: Local Transportation Fund	344,895,613	County Treasurer	Available upon request					Available upon request				
Subtotal Funds Held in Trust	344,895,613											
COMMISSION MANAGED PORTFOLIO												
US Bank Payden & Rygel Operating	59,370,091	US Bank	Available upon request					Available upon request				
First American Government Obligation Fund	136,881,271	US Bank	Available upon request	N/A	N/A			N/A				
Subtotal Commission Managed Portfolio	196,251,362											
STAMP PORTFOLIO for 91 CIP												
2013 Series A & Series B Reserve Fund	12,795,331	US Bank	Available upon request					Available upon request				
2021 Series B Reserve Fund	39,263,250	US Bank	Available upon request					Available upon request				
2021 Series C Reserve Fund	7,825,919	US Bank	Available upon request					Available upon request				
Subtotal STAMP Portfolio - 91 CIP	59,884,500											
TOTAL All Cash and Investments	\$ 1,738,624,766											

Notes:

¹ Unreconciled and unaudited



AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 24, 2025
TO:	Budget and Implementation Committee
FROM:	Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Agreements for VanClub Vehicle Leasing Service

STAFF RECOMMENDATION:

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

- 1) Award the following agreements to provide VanClub Vehicle Leasing Services, for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000;
 - a) Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company; and
 - b) Agreement No. 25-41-075-00 with Green Commuter.

BACKGROUND INFORMATION:

In 2017, the Commission authorized the funding and development of VanClub, a vanpool program designed to provide commuters traveling to worksites in Riverside County with a convenient and cost-effective alternative to driving alone - especially when traditional transit options are not feasible. VanClub offers eligible vanpools a subsidy of up to 50 percent of their vanpool lease cost, with a maximum of \$600 per month, making vanpooling an attractive option for commuters. Payments are made directly to the approved third-party leasing vendors, who supply vehicles and related services to the program participants. The Commission's Vanpool Program is defined by the following characteristics:

- A shared transit mode that uses vans, small buses, or similar vehicles;
- A ridesharing arrangement involving 4 to 15 individuals, operating at least 12 days each month;
- A minimum round-trip distance of 30 miles, directly connecting home origins to regular work destinations located within Riverside County;
- A required vanpool occupancy of at least 70 percent at the time of application and at least 50 percent monthly thereafter.

Vanpool lease providers are responsible for managing the lease or rental agreements and delivering vehicle-related customer service, including insurance and maintenance. Once a lease provider is selected and approved by the Commission, they are listed as an eligible provider on

the VanClub website. Participants can choose their preferred vehicle lease provider from this approved list.

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 vanpool vehicle leasing services, as set forth under the terms of the request for proposals (RFP) No. 25-41-038-00.

RFP No. 25-41-038-00 was released on December 12, 2024 and the RFP was posted on the Commission's PlanetBids website, which is accessible through the Commission's website. Utilizing PlanetBids, emails were sent to 407 firms, 64 of which are located in Riverside County. Through the PlanetBids site, 7 firms downloaded the RFP; 1 of these firms is located in Riverside County. Two firms – Green Commuter (Los Angeles) and Enterprise Rent-a-Car Company (Orange) – submitted proposals prior to the 2:00 p.m. submittal deadline on February 6, 2025. The proposals submitted were responsive and responsible proposals.

An evaluation committee comprised of Commission staff evaluated each proposal in accordance with the evaluation criteria set forth in the RFP. Based on the evaluation committee's assessment of the written proposals and pursuant to the terms of the RFP, the evaluation committee short listed Enterprise Rideshare and Green Commuter. Subsequently, the evaluation committee determined both firms to be qualified firms to provide vanpool vehicle leasing services.

Based on the evaluation committee's assessment of the written proposals and pursuant to the term of the RFP, the evaluation committee determined one (1) firm – Enterprise Rent-a-Car Company to be the most qualified firm to provide vanpool lease provider services.


Additionally, since the Commission intended to award up to three (3) agreements for vanpool vehicle leasing services, the evaluation committee shortlisted and invited one (1) firm – Green Commuter to the interview phase of the evaluation and selection process. Interviews were conducted on March 3, 2025.

Subsequently, the evaluation committee determined Green Commuter to be a qualified firm from the interview phase to provide vanpool lease provider services.

As a result of the evaluation committee's assessment of the written proposals and interview, the evaluation committee recommends contract awards for vanpool vehicle leasing services to Enterprise Rent-a-Car Company and Green Commuter for a five-year term, in an amount not to exceed an aggregate value of \$3,573,000. The Commission's professional services agreement will be entered into with Enterprise Rideshare and Green Commuter subject to any changes approved by the Executive Director, pursuant to legal counsel review.

FISCAL IMPACT:

Sufficient funding for vanpool subsidies, consisting of federal and local funds, including Congestion Mitigation and Air Quality (CMAQ), Measure A and Service Authority for Freeway Emergencies (SAFE) funds, will be included in the Fiscal Year 2025/26 – FY 2029/30 budgets.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2025/26 FY 2026/27+	Amount:	\$455,400 \$3,117,600
Source of Funds:	CMAQ, Measure A, SAFE			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002187 81030 00000 0000 263 41 81002				
Fiscal Procedures Approved:				Date:	03/13/2025

Attachments:

- 1) Draft Vanpool Agreement No. 25-41-038-00 with Enterprise Rent-a-Car Company
- 2) Draft Vanpool Agreement No. 25-41-075-00 with Green Commuter

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH ENTERPRISE RENT-A-CAR COMPANY**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **ENTERPRISE RENT-A-CAR COMPANY** ("Contractor"), a **LIMITED LIABILITY CORPORATION**.

2. RECITALS.

2.1 Contractor desires to participate in the RCTC Vanpool Subsidy Program (the "Program") as a provider of qualified vehicles ("Vehicles") to be leased under the Program by participants, and to provide such other services as detailed in this Agreement.

2.2 Commission desires to engage Contractor to participate in the Program, as further set forth herein.

2.3 Commission has also engaged other contractors to participate in the Program. Program participants will select which contractor to utilize for the provision of Vehicles.

3. TERMS.

3.1 General Scope of Services; Vehicle Requirements. Contractor promises and agrees to make Vehicles available for lease to qualified Program participants, and to furnish all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the services for the Program (the "Services"). The Services and requirements for the Vehicles 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. All Vehicles made available for lease under the Program shall conform to the requirements set forth in the attached Exhibit "A".

3.2 Term. The term of this Agreement shall be from the date first specified above to _____, unless earlier terminated as provided herein.

Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services agreed upon by the parties ("Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor 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 Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor 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 Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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 Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor 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: **Eric Curtis, Rachel Moore, Robin Semien, Cash Domnik, Angelica Berrelleza, Sarah Garth, Cheryl O'Connor, Noah Fox, Dion Beuckman, Chuck Welek, Melissa Banigan, and Sirus Karimi.**

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

3.8 Contractor's Representative. Contractor hereby designates **Eric Curtis**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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. Contractor 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 Contractor'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 Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services, including all Cal/OSHA requirements, and shall give all notices required by law, or participation in the Program. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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. Contractor 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, Contractor 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. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (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:* \$5,000,000 per accident for bodily injury and property damage; and (3) *if Contractor 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 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor or for which the Contractor 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

(ii) The insurer shall agree to waive all rights of subrogation against 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 Contractor.

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to 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) Contractor shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these

specifications or is canceled and not replaced, 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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor to provide complete copies of all insurance policies in effect for the duration of this Agreement.

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

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

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, Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

3.14 Fees and Payment.

3.14.1 Subsidy. As full and complete compensation for all Services rendered under this Agreement, including lease of the Vehicles, Contractor shall receive a monthly subsidy for each Vehicle leased under the Program, in the amount as set forth in Exhibit "B" (the "Subsidy"). If the Commission Board approves an increase in the Subsidy amount set forth in Exhibit "B", the Commission will provide written notice to Contractor of such increased amount, which increase shall be automatically effective without a written amendment to this Agreement.

The Commission has or will enter into two (2) Vanpool Subsidy Program Agreements for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Vanpool Program Agreements"). The other Vanpool Program Agreement is 25-41-075-00 Green Commuter. The total Commission funds available for the Subsidy for the Vanpool Subsidy Agreements shall not exceed a cumulative maximum total value of Three Million Five Hundred Seventy-Three Thousand Dollars (\$3,573,000.00) ("NTE Sum").

It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be utilized under the Vanpool Subsidy Agreements. The Commission will, on a quarterly basis, send written notification to Contractor and each of the other contractors entering into the Vanpool Program Agreements. The notice will identify the total Subsidy amount utilized under all of the Vanpool Program Agreements, and the remaining unencumbered amount of the NTE Sum.

Contractor acknowledges and agrees that Commission may, by written notice to Contractor, and without any cost or liability to the Commission, immediately suspend Contractor's right under the Agreement to continue entering new Vehicle lease agreements or renewing existing Vehicle lease agreements under the Program when less than ten percent (10%) of the NTE Sum is remaining.

Other than the Subsidy, no other payment shall be provided to Contractor under this Agreement.

3.14.2 Payment of Subsidy. Contractor shall submit to Commission a monthly statement which indicates Vehicles leased during the relevant billing period, and all such other information as required by Commission, as further detailed in Exhibit "A". Commission shall, within 45 days of receiving such statement, review the statement and pay all approved Subsidy amounts claimed thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission. The Subsidy is intended to include reimbursement for all expenses.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and Subsidy amounts claimed under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for Subsidy amounts earned through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:
Enterprise Rent-a-Car Company
333 City Boulevard, Ste. 1101
Orange, CA 92868

Attn: Eric Curtis

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 Contractor under this Agreement (“Documents & Data”).

Contractor 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.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor 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 Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor 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 Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, 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 Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor 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 Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor 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 participation in the Program. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program 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. Contractor 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 Program 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. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and 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. Contractor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any 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 Contractors. The Commission reserves the right to employ other consultants in connection with this Program.

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

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, 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 Contractor 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 Contractor 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 Contractor securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Contractor 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. Contractor 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. Contractor 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. Contractor 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.

3.32 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 Contractor or the Services are not subject to the Eight-Hour Law. Contractor 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 Contractor or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Program, Contractor shall immediately provide written notice of the subpoena or court order to the Commission. Contractor 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, Contractor 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. Contractor 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. Contractor 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; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH ENTERPRISE RENT-A-CAR COMPANY**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
ENTERPRISE RENT-A-CAR COMPANY**

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 the Commission.

EXHIBIT "A"

SCOPE OF SERVICES

[_INSERT_]

DRAFT

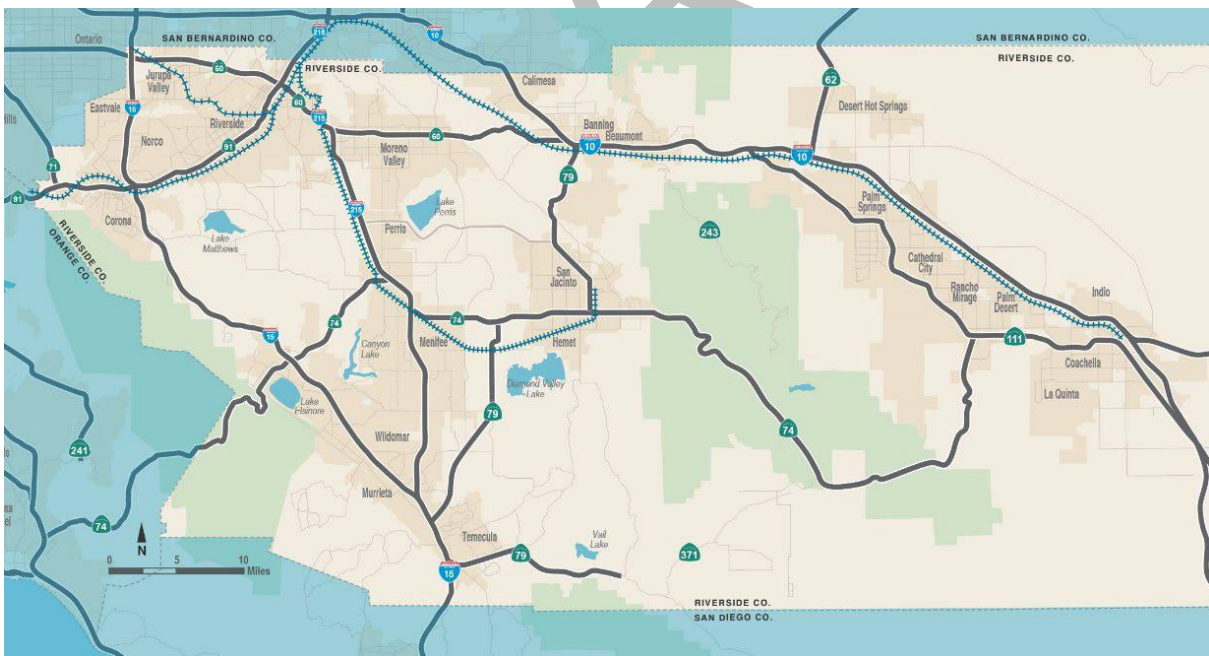
RCTC Vanpool Subsidy Program Scope of Services

A. **Program Description and Requirements.** The RCTC Vanpool Program provides subsidies for lease of vehicles that meet all qualification requirements described herein (“Vehicles”) to assist with formation of vanpools in order to provide transit opportunities for underserved persons and communities, all as further detailed herein (the “Program” or “Vanpool Subsidy Program”). The Program is being administered by RCTC and provides service for vanpool activity in Riverside County. Figure X below depicts the Program service area (“Service Area”).

Pursuant to this Request for Proposals (“RFP”), RCTC seeks proposals from qualified entities who desire to participate in the Program as providers of Vehicles, and other services as detailed herein. Entities selected pursuant to this RFP, and who enter into a Vanpool Subsidy Program Agreement with RCTC (“RCTC Agreement”), are referred to herein as “Contractor” or “Contractors”.

Under the Program, Contractors will lease Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a lease with the Contractor, is referred to herein as the “Coordinator.” If more than one Contractor is selected, RCTC will provide to Coordinators a list of available Contractors, and the individual Program applicant, and not RCTC, will select the Contractor to utilize for lease of a Vehicle.

Figure X – RCTC Vanpool Program Service Area



Those vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program), may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who leases the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants

("Participants") in the Program. All other individuals that travel to and from a work location in the vanpool, are considered passengers ("Vanpool Passengers" or "Passengers") and are also voluntary participants in the Program.

Contractors shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. The Contractor must also assume all Vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the Vehicle.

The Program seeks to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market as a result of this RFP include government employees and other work forces of employers in the Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in the Service Area.

The RCTC Vanpool Program is defined by the following characteristics that the Contractor and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. a transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. is dedicated to and operates as a ridesharing arrangement for the vehicles' passengers (who are volunteers and unpaid to travel in the vanpool) at least 12 days during each calendar month;
3. travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin and/or destination being to or from the Service Area; and
4. maintains a minimum vanpool occupancy at 70% or higher at the time the application is submitted to RCTC for consideration and at 50% or higher on a monthly basis.

In order to qualify for a subsidy under the Program, Vehicles must have a minimum seating capacity of seven (7) and a maximum capacity of 15, including the driver. The vanpool driver is a volunteer and shall not be paid for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in RCTC's Model Agreement (provided in this RFP), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions and be open to the public.

Applicants who apply for the Vanpool Subsidy Program must do so through the RCTC online Vanpool Program module that is part of RCTC's IE Commuter software program (VanClub.net). The detailed procedures by which the Coordinators apply for, maintain and report on vanpools is available online at VanClub.net. How the Contractor provides Coordinator information and submit monthly invoices, and annual reports will be provided by RCTC and Contractor shall comply with all Coordinator and Contractor requirements. This online vanpool application, reporting and database system provided through VanClub.net, will be referred to throughout this RFP as the System ("System").

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month lease with the Contractor of his/her choice from the list of Contractor(s) selected via this RFP. The Coordinator shall be responsible for coordinating fueling of the vehicle, arranging for regular maintenance and collecting monthly fares from passengers. Vanpool Leads and Passengers pay

the balance of the monthly vanpool service charges, less the monthly subsidy from RCTC, and are also responsible for paying for additional operating costs, such as fuel, tolls, parking fees, etc., and these costs are not subsidized by RCTC.

The Contractor, and not RCTC, will enter into a leasing agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program, and RCTC will review and approve each Coordinator's application prior to that person being approved to participate in the Vanpool Subsidy Program.

Following execution of the RCTC Agreement, Contractor shall provide to RCTC for review and approval, Contractor's standard Contractor/Coordinator lease ("Standard Lease"). The Standard Lease shall in no event conflict with any term of this RFP or the RCTC Agreement. Contractor shall not be permitted to lease Vehicles under the Program until the Contractor's Standard Lease has been approved by RCTC.

Contractors shall provide the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with the RCTC Agreement. Should the Contractor provide Vehicles that require alternative fuel (Electric, Natural Gas, Hydrogen, etc.), Contractor shall ensure that Vehicle fueling, and related infrastructure, is reasonably available near the vanpool origin AND destination and alternative fueling infrastructure shall be addressed in the Proposer's response to this RFP. RCTC and its agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration. The Contractor assumes all legal and financial responsibility of vehicle operations.

Contractors are encouraged to provide alternative fuel vehicles where the alternative fuel and maintenance are readily available at the home end AND the work end, and roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group. Contractors shall provide and enter required Contractor-related performance data needed for National Transit Database (NTD) reporting information, in a format identified by RCTC.

RCTC shall pay Contractor up to \$600.00 per month for each RCTC-approved vanpool registered in the Program. This amount is determined by RCTC in accordance with the FTA Capital Cost of Contracting policies. RCTC reserves the right to rescind the Subsidy Program at any time, and/or increase or decrease the subsidy amount, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50% of the total lease cost of an individual van unit, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a van with a total lease cost of \$1,000.00 would receive a reduced subsidy of \$500.00 for that unit. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the RCTC vanpool program guidelines. Averages of fleet-wide lease costs will not be considered.

Based on operational experience, RCTC anticipates that the Program will subsidize 112 vanpools

by the end of Fiscal Year 2027-28, and 144 vanpools by the end of FY 2029-2030. However, RCTC does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Contractor Responsibilities. RCTC will not administer van leases and will not provide direct Vehicle-related customer service. Instead, RCTC requires that the Contractor fulfill these roles. Actual Vehicle leases resulting from this Contract shall be solely between the Contractor and the Coordinator. Contractor shall perform the responsibilities and provide the deliverables set forth in this Scope of Services at no additional cost to RCTC or the Coordinator beyond the lease payments and subsidies described above:

1. **Vehicle Offerings and Prices.** The Contractor shall supply the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, insurance, Administrative services, and any other items necessary to provide the services in accordance with the RCTC Agreement. Contractor shall provide in its Proposal the vanpool monthly Vehicle lease rates, showing the full lease rate by vanpool and by person, based on the daily round-trip mileage estimates and which are not adjusted by the Subsidy Amount, fuel, vehicle cleaning, or any additional costs. Proposers shall submit their vehicle lease rates for the current fiscal year on the Vehicle Cost Matrix Form, Appendix H, in response to this RFP. During the Contractor's Agreement term, Contractor shall update the Vehicle Cost Matrix Form by June 1st of each year for the period of July 1st through June 30th of the following year (RCTC's fiscal year period). At its discretion, RCTC may elect to post the vanpool vehicle lease rates on RCTC's or other designated website(s) for general information purposes.
2. **Vehicle Capacity, Age and Condition.** Contractor shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers, including the driver. Leased Vehicles shall be no more than three (3) model years old at the inception of the lease between Contractor and Coordinator. No Vanpool Program leased vehicle shall ever exceed three (3) model years in age, or 100,000 miles, during the time period the vehicle is in service. Contractor shall replace any vehicle before that vehicle exceeds these limits with a vehicle no more than three (3) model years old. Contractor shall replace any vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1)-month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations. Contractors are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
3. **Vehicle Equipment and Features.** Contractor shall provide at a minimum, the following equipment and features with each Vehicle at the time of delivery to Coordinator. Should an RCTC physical inspection and/or audit find that Contractor is not compliant with contractual requirements, Contractor shall bring any non-compliant item into compliance within three (3) business days. Each Vehicle's equipment and features shall include, but not be limited to:
 - a. First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity;
 - b. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires and first aid kits for vehicles with a seating

- capacity of 11 to 15;
- c. Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased;
- d. Power steering, automatic transmission, power windows and power locks;
- e. Air conditioning and heating;
- f. Bluetooth connectivity (if standard and available);
- g. Full floor carpeting and cloth seating; and
- h. AM/FM radio with CD player and audio auxiliary jack (if standard and available).

RCTC reserves the right, but not the obligation, to conduct a physical inspection and audit of Vehicles for compliance. Should RCTC find that Contractor is not compliant with contractual requirements that pertain to the vehicle safety, passenger safety, and/or vehicle operations and maintenance (to include, but not be limited to items B.3 (a) through (e) above), Contractor shall bring any non-compliant item(s) into compliance within one (1) business day or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle. On all compliance issues that are not related to Vehicle safety, passenger safety and/or Vehicle operations and maintenance (including, B.3. (f) through (h) above), Contractor shall bring any non-compliant item(s) into compliance within five (5) business days or temporarily/permanently replace the non-compliant Vehicle with a compliant Vehicle. If Contractor fails to remedy/replace a non-compliant Vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant Vehicle.

4. **Personal Use.** The purpose of the lease shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the leased Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Contractor, and if included in the lease, shall not exceed 20% of the total vehicle miles driven during a calendar month period. The subsidy shall in no way be accounted for personal use of the vehicle in excess of 20% of the total vehicle miles driven during a calendar month period.
5. **Lease Term.** Contractor shall charge Coordinators a monthly lease rate not to exceed the Contractor's annual pricing information. Actual lease rates may be less than as contained in the agreement or provided to RCTC on the 1st of June each year. All lease agreements must be on a month-to-month basis unless the Coordinator requests and negotiates a longer lease term. Rates shall be provided for the current fiscal year as contained in the Vehicle Cost Matrix Form (Appendix H).
6. **Marketing.** Contractor shall seek to grow the Program by actively soliciting new customers and adding more vanpools to the Program. Contractor shall endeavor to increase the number of vans participating in the Program, by:
 - a. Soliciting new customers and adding more vanpools in conjunction with market opportunities;
 - b. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats;

- c. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program;
 - d. Creating promotional materials that clearly describe the Contractor services, as well as RCTC's role in the Program. All marketing materials that reference the Vanpool Program Subsidy shall, prior to distribution, be reviewed and approved by RCTC, and provided in a user-friendly, electronic format.
 - e. Affixing on all Program vanpools a magnetic decal designed, produced and provided by RCTC. The decal will display the program's logo and/or other program contact information.
 - f. Allowing for placement of RCTC or partner materials in the interior of each leased Vehicle.
 - g. Directing all new and potential Program Participants/applicants to the RCTC application, reporting and database tool/System; and
 - h. Promoting RCTC's Program tools and outreach materials, as well as IE Commuter website and resources, when conducting vanpool formation meetings. Marketing Deliverables shall include, but not be limited to:
 - i. Monthly meetings or conference calls with RCTC staff to review the marketing and outreach activities conducted by Contractor during the prior month, and identify upcoming activities;
 - ii. All Program-specific promotional materials distributed during the prior period;
 - iii. Summaries of outreach efforts and meetings with employer or employee groups; and
 - iv. Monthly Participant Lease invoices.
7. **Customer Service.** Contractor shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Identify contact information during business hours, as well as contact information during other non-business hour timeframes.
8. **Insurance.** Insurance coverage requirements are set out in the RCTC Contract, Appendix B.
9. **Maintenance.** Contractor shall:
- a. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program.
 - b. Arrange and make available a vehicle repair service location that is within ten (10) miles of either the Participant's home or work location.
 - c. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair).
 - d. Develop a set of procedures that ensure prompt reimbursement of Participants for incidental expenses or emergency repairs incurred; provide those procedures to RCTC.
 - e. In the event of breakdown of a Vehicle or repair that extends beyond one (1) day, Contractor shall provide a replacement vehicle, in a timely manner, to minimize the delay of arrival to work, or to meet the vanpool group by shift end, or to complete transportation home from work as applicable at the time of breakdown.

- f. RCTC reserves the right to conduct a physical inspection and audit of vehicles for compliance, as identified in Section 3 above.
- 10. Towing Assistance.** Contractor shall describe in its Proposal how it will provide emergency and towing assistance to leased vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.
- 11. Driver Selection, Orientation and Lease Revocation.** Contractor shall provide to RCTC Contractor's selection and orientation procedures for the vanpool's primary driver and backup driver(s). Contractor shall identify Contractor's criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Coordinator were to terminate the lease. Selection, orientation and revocation and termination procedures shall be provided to RCTC.
- 12. Vehicle Changes.** Contractor shall identify how Vehicle changes occur, either on a temporary or permanent basis, for vanpool start-up, replacement and terminated vanpools.
- 13. Complaints/Grievances.** Contractor shall identify how Participant complaints are handled and addressed, and at what point in time Contractor notifies RCTC of such complaints or grievances.
- 14. Periodic RCTC/Contractor Meetings.** Contractor shall attend meetings as scheduled by RCTC. Meetings may occur immediately after Contract execution, System orientation and training, and when new Contractor staff are assigned to the Program. RCTC may also schedule meetings to coordinate Contractor's outreach and marketing efforts. Contractor shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with RCTC.
- 15. Completeness/Effectiveness.** Contractor shall assist RCTC to continuously improve Program effectiveness and to reduce Program administrative costs by:
- a. Providing timely and high-quality reporting;
 - b. Facilitating the completion of periodic RCTC-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
 - c. Actively participating in business process reviews and assist with the implementation of process improvements.
- 16. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and yearly reporting as required by RCTC and/or the NTD. The Contractor shall provide, and enter into a RCTC-prescribed format, all Contractor-related performance data needed for National Transit Database ("NTD") reporting. The FTA may amend the NTD reporting requirements, and those requirements can be found at the FTA website at: <https://www.transit.dot.gov/ntd>.
- 17. Application Process.** Contractor shall direct Coordinators who will be applying to the Program, to prequalify to the Program's System. Upon prequalification, the Coordinator may only then submit an application through the System. RCTC will provide to the Coordinator, the primary driver (if not the Coordinator) as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all parties and submitted into the RCTC System. The Contractor's required information shall be submitted into the

System, and shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, PDF version of the vehicle checklist and lease, and lease start date. All completed applications that are entered into the System by the 20th of each month may be considered for enrollment in the Program for the following month. RCTC reserves the right to change application deadlines and subsidy start dates.

18. **Approved Application Changes.** Contractor shall make the following changes in the System, within three (3) business days of the occurrence:

- a. Termination of a vanpool, including the reason for termination;
- b. A change in the Coordinator of an approved vanpool and the new lease agreement;
- c. Change in date of vanpool lease;
- d. Address or phone number change for Participants;
- e. Vehicle change, including the new make/model/year, size and new vehicle ID;
- f. Change in monthly lease amount; and/or
- g. Contractor change of a vanpool.

19. **Emergency Ride Home.** Proposer shall describe if and how it intends to provide a specific number of annual rides home to a Participant and/or a Vanpool Passenger who experiences a mid-day emergency such as flood/fire to the home, illness of self or dependent (not work related).

C. **Contractor Deliverables.** During the course of the RCTC's Agreement period, Contractor shall:

1. Enter Contractor-required information into the System by the 20th of each month, for subsidies that may commence on the 1st of the following month (pending RCTC

approval).

2. By the 10th of each month, email to the VanClub Administrator a Contractor invoice in a Microsoft Excel format that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
 - a. RCTC Agreement number, addressed to the RCTC Vanpool Project Manager;
 - b. Date invoice was generated and the period of performance (will always be a calendar month period);
 - c. Contract's not-to-exceed amount as approved by RCTC, total amount of prior invoices submitted by Contractor to RCTC, the current invoice amount and the resulting contract balance;
 - d. Sequential count of Vans in the month period subsidized by;
 - e. RCTC Vanpool ID;
 - f. Coordinator first name;
 - g. Coordinator last name;
 - h. Contractor Agreement number with Coordinator;
 - i. Subsidy start date;
 - j. Contractor Vehicle unit number;
 - k. Total lease cost;
 - l. RCTC Subsidy amount;
 - m. Vanpool Termination date (if terminated) and the final subsidy payment (as determined by RCTC);
 - n. The number of spare vehicle units available to the Program during the Period; and
 - o. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator change during the month).

If an Invoice has any discrepancy and is not consistent with the System information/data, RCTC will return the invoice to Contractor for corrections to the invoice or into the System, and then Contractor will re-submit the invoice to RCTC. RCTC will not disperse subsidies for Vanpools that were not approved by RCTC during the month period and will not disperse subsidies for vanpools that have not completed their monthly reporting or do not meet RCTC's program requirements..

3. Along with the monthly invoice submittal, Contractor shall provide for the same monthly invoice period a summary the following reports and activities:
 - a. Regional sales and outreach activities,
 - b. If any, ADA vehicles were requested, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - c. If any, major mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - d. If any, other mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response, and
 - e. By Program Vanpool ID and Contractor Vehicle number, any major incidents or accident (defined as resulting in a fatality or property damage in excess of \$25,000), or non-major incidents or accidents (defined as resulting in more than \$7,500 but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident), and Contractor

response, and such other relevant information as RCTC may require.

- f. Contractor shall update current Program and Coordinator changes by the last day of the month that the change took effect.
4. Submit to RCTC required annual NTD reports and forms, by no later than the fifteenth (15th) day of August each year, based on RCTC's annual fiscal year (July 1st through June 30th). Contractor will email the information to the VanClub Administrator, and shall include, but not be limited to:
- a. Coordinator Yearly Lease Cost Report. Per line item the report includes:
 - i. RCTC Vanpool ID and Contractor Vehicle unit number;
 - ii. Coordinator's and Primary Driver's first and last name; and
 - iii. Lease cost listed monthly per Contractor vehicle unit.
 - b. Beginning and ending odometer readings of vehicles assigned to the Program as of the last day in June each vanpool operated. The summary should include the following information:
 - i. Year, make, model, seat capacity, vehicle length, and style (luxury or bench) for each fleet;
 - ii. Total number of vehicles in each fleet;
 - iii. RCTC Vanpool ID and Contractor vehicle unit numbers; and
 - iv. Starting and ending odometer information for each fleet vehicle for those miles travelled by the vehicles assigned to the RCTC fleet as of the last day in June each vanpool operated. Mileage accrued while a vehicle was in service for another region should not be included.
 - c. Detail of Contractor's costs incurred (as required on NTD F-30 and F-40 forms) including the following four (4) categories:
 - i. Vehicle Operations;
 - ii. Vehicle Maintenance;
 - iii. Facility Maintenance; and
 - iv. General Administration.

This Financial Report will not be accepted unless costs are separated in the above four categories and total to the lease costs the Contractor charged the vanpool groups during the fiscal year.

- d. NTD Revenue Vehicle Failures during the fiscal year, which requires details of vehicle failures (as required on NTD Form R-20).
- e. Upon RCTC request, details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to RCTC.

EXHIBIT "B"

VEHICLE SUBSIDY

Fifty percent (50%) of the total lease cost per Vehicle, not to exceed _____
per Vehicle.

DRAFT

Agreement No. 25-41-075-00

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH GREEN COMMUTER**

1. PARTIES AND DATE.

This Agreement is made and entered into this ___ day of _____, 2025, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("the Commission") and **GREEN COMMUTER** ("Contractor"), a **SOLE PROPRIETORSHIP**.

2. RECITALS.

2.1 Contractor desires to participate in the RCTC Vanpool Subsidy Program (the "Program") as a provider of qualified vehicles ("Vehicles") to be leased under the Program by participants, and to provide such other services as detailed in this Agreement.

2.2 Commission desires to engage Contractor to participate in the Program, as further set forth herein.

2.3 Commission has also engaged other contractors to participate in the Program. Program participants will select which contractor to utilize for the provision of Vehicles.

3. TERMS.

3.1 General Scope of Services; Vehicle Requirements. Contractor promises and agrees to make Vehicles available for lease to qualified Program participants, and to furnish all labor materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide the services for the Program (the "Services"). The Services and requirements for the Vehicles 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. All Vehicles made available for lease under the Program shall conform to the requirements set forth in the attached Exhibit "A".

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

3.3 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with any schedule of Services agreed upon by the parties ("Schedule"). Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, the Commission shall respond to Contractor's submittals in a timely manner. Upon request of the Commission, Contractor 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 Contractor under its supervision. Contractor will determine the means, method and details of performing the Services subject to the requirements of this Agreement. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Contractor 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 Contractor shall not be employees of Commission and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor 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 Contractor shall be subject to the approval of Commission.

3.6 Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence and experience upon written approval of Commission. In the event that Commission and Contractor 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: **Naveed Eghterafi, Alejandro Romero, Roz Tavakoliyan, and David Pena.**

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

3.8 Contractor's Representative. Contractor hereby designates **Alejandro Romero**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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. Contractor agrees to work closely with Commission staff in the performance of Services and shall be available to Commission's staff, Contractors and other staff at all reasonable times.

3.10 Standard of Care; Licenses. Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor 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. Contractor 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 Contractor'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 Contractor's errors and omissions.

3.11 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the Services, including all Cal/OSHA requirements, and shall give all notices required by law, or participation in the Program. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to Commission, Contractor shall be solely responsible for all costs arising therefrom. Contractor 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. Contractor 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, Contractor 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. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

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

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (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:* \$5,000,000 per accident for bodily injury and property damage; and (3) *if Contractor 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 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor 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 Contractor or for which the Contractor 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 Contractor'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 Contractor's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage.

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

(ii) The insurer shall agree to waive all rights of subrogation against 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 Contractor.

(D) All Coverages.

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

(ii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth herein shall be available to 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) Contractor shall provide the Commission at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Contractor shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to 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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

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

(vii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these

specifications or is canceled and not replaced, 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 Contractor or Commission will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, Commission may cancel this Agreement. The Commission may require the Contractor to provide complete copies of all insurance policies in effect for the duration of this Agreement.

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

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

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, Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor, the Commission may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

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

3.14 Fees and Payment.

3.14.1 Subsidy. As full and complete compensation for all Services rendered under this Agreement, including lease of the Vehicles, Contractor shall receive a monthly subsidy for each Vehicle leased under the Program, in the amount as set forth in Exhibit "B" (the "Subsidy"). If the Commission Board approves an increase in the Subsidy amount set forth in Exhibit "B", the Commission will provide written notice to Contractor of such increased amount, which increase shall be automatically effective without a written amendment to this Agreement.

The Commission has or will enter into two (2) Vanpool Subsidy Program Agreements for performance of the Scope of Services identified in Exhibit "A", including this Agreement ("Vanpool Program Agreements"). The other Vanpool Program Agreement is 25-41-038-00 Enterprise Rent-a-Car Company. The total Commission funds available for the Subsidy for the Vanpool Subsidy Agreements shall not exceed a cumulative maximum total value of Three Million Five Hundred Seventy-Three Thousand Dollars (\$3,573,000.00) ("NTE Sum").

It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be utilized under the Vanpool Subsidy Agreements. The Commission will, on a quarterly basis, send written notification to Contractor and each of the other contractors entering into the Vanpool Program Agreements. The notice will identify the total Subsidy amount utilized under all of the Vanpool Program Agreements, and the remaining unencumbered amount of the NTE Sum.

Contractor acknowledges and agrees that Commission may, by written notice to Contractor, and without any cost or liability to the Commission, immediately suspend Contractor's right under the Agreement to continue entering new Vehicle lease agreements or renewing existing Vehicle lease agreements under the Program when less than ten percent (10%) of the NTE Sum is remaining.

Other than the Subsidy, no other payment shall be provided to Contractor under this Agreement.

3.14.2 Payment of Subsidy. Contractor shall submit to Commission a monthly statement which indicates Vehicles leased during the relevant billing period, and all such other information as required by Commission, as further detailed in Exhibit "A". Commission shall, within 45 days of receiving such statement, review the statement and pay all approved Subsidy amounts claimed thereon.

3.14.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by Commission. The Subsidy is intended to include reimbursement for all expenses.

3.15 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred and Subsidy amounts claimed under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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 Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof. Upon termination, Contractor shall be compensated only for Subsidy amounts earned through the effective date of the termination, and Contractor shall be entitled to no further compensation. Contractor 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 Contractor to provide all finished or unfinished Documents and Data, as defined below, and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor 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:

CONTRACTOR:
Green Commuter
11800 Clark Street
Arcadia, CA 91006

Attn: Alejandro Romero

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 Contractor under this Agreement (“Documents & Data”).

Contractor 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.

Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor 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 Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor 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 Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of Commission.

Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, 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 Contractor 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 Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor 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 Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of Commission, be used by Contractor 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 participation in the Program. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use Commission's name or insignia, photographs of the Program, or any publicity pertaining to the Services or the Program 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. Contractor 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 Program 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. Contractor shall defend, indemnify and hold the Commission, its directors, officials, officers, agents, Contractors, employees and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent acts, omissions or willful misconduct of the Contractor, its officials, officers, employees, agents, Contractors, and contractors arising out of or in connection with the performance of the Services, the Program or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Commission, its directors, officials, officers, agents, consultants, employees and volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Commission or its directors, officials, officers, agents, consultants, employees and volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Commission and its directors, officials, officers, agents, consultants, employees and 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. Contractor's obligation to indemnity shall not be restricted to insurance proceeds, if any, received by the Commission or its directors, officials, officers, agents, consultants, employees and volunteers. This Section 3.21 shall survive any 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 Contractors. The Commission reserves the right to employ other consultants in connection with this Program.

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

3.27 Prohibited Interests and Conflicts.

3.27.1 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, 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 Contractor 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 Contractor 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 Contractor securing this or related Agreements with the Commission, is prohibited.

3.27.4 Employment Adverse to the Commission. Contractor 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. Contractor 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. Contractor 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. Contractor 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.

3.32 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 Contractor or the Services are not subject to the Eight-Hour Law. Contractor 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 Contractor or the Services are not subject to the Eight-Hour Law.

3.34 Subpoenas or Court Orders. Should Contractor receive a subpoena or court order related to this Agreement, the Services or the Program, Contractor shall immediately provide written notice of the subpoena or court order to the Commission. Contractor 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, Contractor 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. Contractor 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. Contractor 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; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE
TO
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
VANPOOL SUBSIDY PROGRAM AGREEMENT
WITH GREEN COMMUTER**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**CONTRACTOR
GREEN COMMUTER**

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 the Commission.

EXHIBIT "A"

SCOPE OF SERVICES

[INSERT]

DRAFT

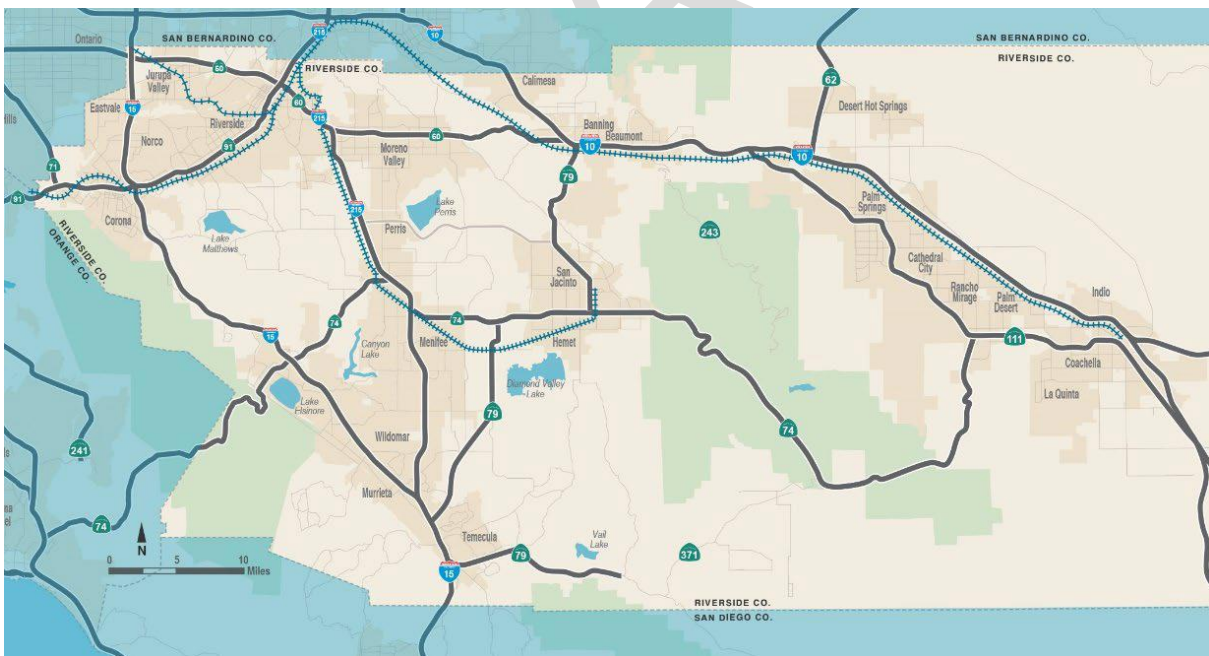
RCTC Vanpool Subsidy Program Scope of Services

A. **Program Description and Requirements.** The RCTC Vanpool Program provides subsidies for lease of vehicles that meet all qualification requirements described herein (“Vehicles”) to assist with formation of vanpools in order to provide transit opportunities for underserved persons and communities, all as further detailed herein (the “Program” or “Vanpool Subsidy Program”). The Program is being administered by RCTC and provides service for vanpool activity in Riverside County. Figure X below depicts the Program service area (“Service Area”).

Pursuant to this Request for Proposals (“RFP”), RCTC seeks proposals from qualified entities who desire to participate in the Program as providers of Vehicles, and other services as detailed herein. Entities selected pursuant to this RFP, and who enter into a Vanpool Subsidy Program Agreement with RCTC (“RCTC Agreement”), are referred to herein as “Contractor” or “Contractors”.

Under the Program, Contractors will lease Vehicles directly to qualified individual Program applicants. An individual qualified to participate in the Program, and who enters into a lease with the Contractor, is referred to herein as the “Coordinator.” If more than one Contractor is selected, RCTC will provide to Coordinators a list of available Contractors, and the individual Program applicant, and not RCTC, will select the Contractor to utilize for lease of a Vehicle.

Figure X – RCTC Vanpool Program Service Area



Those vanpool passengers who take a lead role in the vanpool are referred to as “Vanpool Leads”. Vanpool Leads must consist of the Coordinator (who is also the applicant to the Vanpool Subsidy Program), may also include the primary driver (if the Coordinator is not also the primary driver), an alternate vanpool reporter (if so designated by the Coordinator) or an employer who leases the Vehicle on behalf of its employees. The Vanpool Leads are volunteer participants

("Participants") in the Program. All other individuals that travel to and from a work location in the vanpool, are considered passengers ("Vanpool Passengers" or "Passengers") and are also voluntary participants in the Program.

Contractors shall be required to provide maintenance, insurance, tow services, sales, marketing, customer service, and all other administrative services described further below. The Contractor must also assume all Vehicle responsibilities and liabilities and ensure that vanpool drivers are qualified to operate the Vehicle.

The Program seeks to address transportation and employment concerns of various groups not able to be served efficiently by public transit. Of this unserved market, the groups that are the target market as a result of this RFP include government employees and other work forces of employers in the Service Area. The home end of the vanpools may originate in any county or area; however, the destination of the vanpool must be in the Service Area.

The RCTC Vanpool Program is defined by the following characteristics that the Contractor and Coordinator must comply with in order to qualify for and receive an ongoing subsidy:

1. a transit mode comprised of vans, small buses, or other vehicles that can transport seven (7) to 15 individuals (including the driver);
2. is dedicated to and operates as a ridesharing arrangement for the vehicles' passengers (who are volunteers and unpaid to travel in the vanpool) at least 12 days during each calendar month;
3. travels at least 30 miles roundtrip directly between a home origin(s) and a regular work and/or vocational/post-secondary education destination(s), with the origin and/or destination being to or from the Servicer Area; and
4. maintains a minimum vanpool occupancy at 70% or higher at the time the application is submitted to RCTC for consideration and at 50% or higher on a monthly basis.

In order to qualify for a subsidy under the Program, Vehicles must have a minimum seating capacity of seven (7) and a maximum capacity of 15, including the driver. The vanpool driver is a volunteer and shall not be paid for driving the Vehicle. Vanpools must also be in compliance with the requirements stipulated in RCTC 's Model Agreement (provided in this RFP), as well as compliance with all public transit rules, including the Federal Transit Administration's (FTA) Americans with Disabilities Act (ADA) provisions and be open to the public.

Applicants who apply for the Vanpool Subsidy Program must do so through the RCTC online Vanpool Program module that is part of RCTC's IE Commuter software program (VanClub.net). The detailed procedures by which the Coordinators apply for, maintain and report on vanpools is available online at VanClub.net. How the Contractor provides Coordinator information and submit monthly invoices, and annual reports will be provided by RCTC and Contractor shall comply with all Coordinator and Contractor requirements. This online vanpool application, reporting and database system provided through VanClub.net, will be referred to throughout this RFP as the System ("System").

Prior to Vanpool Subsidy Program approval, the Coordinator must enter into a month-to-month lease with the Contractor of his/her choice from the list of Contractor(s) selected via this RFP. The Coordinator shall be responsible for coordinating fueling of the vehicle, arranging for regular maintenance and collecting monthly fares from passengers. Vanpool Leads and Passengers pay

the balance of the monthly vanpool service charges, less the monthly subsidy from RCTC, and are also responsible for paying for additional operating costs, such as fuel, tolls, parking fees, etc., and these costs are not subsidized by RCTC.

The Contractor, and not RCTC, will enter into a leasing agreement with the Coordinator. The Coordinator will be the applicant to the Vanpool Subsidy Program, and RCTC will review and approve each Coordinator's application prior to that person being approved to participate in the Vanpool Subsidy Program.

Following execution of the RCTC Agreement, Contractor shall provide to RCTC for review and approval, Contractor's standard Contractor/Coordinator lease ("Standard Lease"). The Standard Lease shall in no event conflict with any term of this RFP or the RCTC Agreement. Contractor shall not be permitted to lease Vehicles under the Program until the Contractor's Standard Lease has been approved by RCTC.

Contractors shall provide the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, employees, insurance, and any other items necessary to provide the services in accordance with the RCTC Agreement. Should the Contractor provide Vehicles that require alternative fuel (Electric, Natural Gas, Hydrogen, etc.), Contractor shall ensure that Vehicle fueling, and related infrastructure, is reasonably available near the vanpool origin AND destination and alternative fueling infrastructure shall be addressed in the Proposer's response to this RFP. RCTC and its agents shall not be responsible for funding, installing, maintaining and/or availability of Vehicle fueling infrastructure, or for fleet administration. The Contractor assumes all legal and financial responsibility of vehicle operations.

Contractors are encouraged to provide alternative fuel vehicles where the alternative fuel and maintenance are readily available at the home end AND the work end, and roadside assistance is available throughout each vanpool's route. In addition, all alternative fuel Vehicles provided shall have the ability to provide a round trip commute to adequately meet the commute distance of a given vanpool group. Contractors shall provide and enter required Contractor-related performance data needed for National Transit Database (NTD) reporting information, in a format identified by RCTC.

RCTC shall pay Contractor up to \$600.00 per month for each RCTC-approved vanpool registered in the Program. This amount is determined by RCTC in accordance with the FTA Capital Cost of Contracting policies. RCTC reserves the right to rescind the Subsidy Program at any time, and/or increase or decrease the subsidy amount, for whatever reason, including but not limited to lack of funding. The balance of the monthly lease cost (as well as other vanpool program expenses) shall be paid by the Participants and Vanpool Passengers.

The subsidy amount shall not exceed 50 percent of the total lease cost of each van unit. Where the subsidy is found to be in excess of 50% of the total lease cost of an individual van unit, the subsidy shall be reduced to an amount that is within the 50 percent threshold. For example, a van with a total lease cost of \$1,000.00 would receive a reduced subsidy of \$500.00 for that unit. Each vanpool application will be reviewed on an individual basis to determine the appropriate subsidy amount per the RCTC vanpool program guidelines. Averages of fleet-wide lease costs will not be considered.

Based on operational experience, RCTC anticipates that the Program will subsidize 112 vanpools

by the end of Fiscal Year 2027-28, and 144 vanpools by the end of FY 2029-2030. However, RCTC does not make any guarantee, representation, or commitment that additional funding will be available to continually grow the number of participants.

B. Contractor Responsibilities. RCTC will not administer van leases and will not provide direct Vehicle-related customer service. Instead, RCTC requires that the Contractor fulfill these roles. Actual Vehicle leases resulting from this Contract shall be solely between the Contractor and the Coordinator. Contractor shall perform the responsibilities and provide the deliverables set forth in this Scope of Services at no additional cost to RCTC or the Coordinator beyond the lease payments and subsidies described above:

1. **Vehicle Offerings and Prices.** The Contractor shall supply the Vehicles, equipment, supplies and other materials, maintenance, towing services, maintenance facilities, insurance, Administrative services, and any other items necessary to provide the services in accordance with the RCTC Agreement. Contractor shall provide in its Proposal the vanpool monthly Vehicle lease rates, showing the full lease rate by vanpool and by person, based on the daily round-trip mileage estimates and which are not adjusted by the Subsidy Amount, fuel, vehicle cleaning, or any additional costs. Proposers shall submit their vehicle lease rates for the current fiscal year on the Vehicle Cost Matrix Form, Appendix H, in response to this RFP. During the Contractor's Agreement term, Contractor shall update the Vehicle Cost Matrix Form by June 1st of each year for the period of July 1st through June 30th of the following year (RCTC's fiscal year period). At its discretion, RCTC may elect to post the vanpool vehicle lease rates on RCTC's or other designated website(s) for general information purposes.
2. **Vehicle Capacity, Age and Condition.** Contractor shall make available Vehicles that will seat a minimum of seven (7) passengers to a maximum of fifteen (15) passengers, including the driver. Leased Vehicles shall be no more than three (3) model years old at the inception of the lease between Contractor and Coordinator. No Vanpool Program leased vehicle shall ever exceed three (3) model years in age, or 100,000 miles, during the time period the vehicle is in service. Contractor shall replace any vehicle before that vehicle exceeds these limits with a vehicle no more than three (3) model years old. Contractor shall replace any vehicle that experiences two (2) or more mechanical failures / breakdowns in a one (1)-month period. All Vehicles shall be in compliance with Federal Motor Vehicle Safety Standards (FMVSS), and all other applicable State and Federal laws and regulations. Contractors are responsible for Vehicle inspections, licensing, and registration in accordance with applicable federal, state, and local laws.
3. **Vehicle Equipment and Features.** Contractor shall provide at a minimum, the following equipment and features with each Vehicle at the time of delivery to Coordinator. Should an RCTC physical inspection and/or audit find that Contractor is not compliant with contractual requirements, Contractor shall bring any non-compliant item into compliance within three (3) business days. Each Vehicle's equipment and features shall include, but not be limited to:
 - a. First Aid Kit, fully stocked with sufficient supplies appropriate for the vehicle's maximum passenger capacity;
 - b. For compliance with California Vehicle Code Section 34509, fire extinguisher rated for at least Type A, B, and C fires and first aid kits for vehicles with a seating

- capacity of 11 to 15;
- c. Functioning seatbelts for all seated positions and driver, front passenger, and side airbags consistent with the standard equipment specifications for the model year of the vehicle being leased;
- d. Power steering, automatic transmission, power windows and power locks;
- e. Air conditioning and heating;
- f. Bluetooth connectivity (if standard and available);
- g. Full floor carpeting and cloth seating; and
- h. AM/FM radio with CD player and audio auxiliary jack (if standard and available).

RCTC reserves the right, but not the obligation, to conduct a physical inspection and audit of Vehicles for compliance. Should RCTC find that Contractor is not compliant with contractual requirements that pertain to the vehicle safety, passenger safety, and/or vehicle operations and maintenance (to include, but not be limited to items B.3 (a) through (e) above), Contractor shall bring any non-compliant item(s) into compliance within one (1) business day or temporarily/permanently replace the non-compliant vehicle with a compliant vehicle. On all compliance issues that are not related to Vehicle safety, passenger safety and/or Vehicle operations and maintenance (including, B.3. (f) through (h) above), Contractor shall bring any non-compliant item(s) into compliance within five (5) business days or temporarily/permanently replace the non-compliant Vehicle with a compliant Vehicle. If Contractor fails to remedy/replace a non-compliant Vehicle pursuant to the contractual terms, RCTC may withhold the monthly subsidy amount for each non-compliant Vehicle.

4. **Personal Use.** The purpose of the lease shall be for home to work and/or vocational/post-secondary education commuter trips. Any use of the leased Vehicle where the Vehicle travels to locations other than from home to work and/or school and from work/and or school and back to the home end, is defined as Personal Use ("Personal Use") of the leased Vehicle. Personal Use of the Vehicle may be negotiated between the Coordinator and the Contractor, and if included in the lease, shall not exceed 20% of the total vehicle miles driven during a calendar month period. The subsidy shall in no way be accounted for personal use of the vehicle in excess of 20% of the total vehicle miles driven during a calendar month period.
5. **Lease Term.** Contractor shall charge Coordinators a monthly lease rate not to exceed the Contractor's annual pricing information. Actual lease rates may be less than as contained in the agreement or provided to RCTC on the 1st of June each year. All lease agreements must be on a month-to-month basis unless the Coordinator requests and negotiates a longer lease term. Rates shall be provided for the current fiscal year as contained in the Vehicle Cost Matrix Form (Appendix H).
6. **Marketing.** Contractor shall seek to grow the Program by actively soliciting new customers and adding more vanpools to the Program. Contractor shall endeavor to increase the number of vans participating in the Program, by:
 - a. Soliciting new customers and adding more vanpools in conjunction with market opportunities;
 - b. Reducing the number of vanpool terminations due to loss of riders by actively assisting vanpools to fill empty seats;

- c. Refraining from directly soliciting existing vanpool participants with the intention of increasing market share without contributing to the overall growth of the Program;
 - d. Creating promotional materials that clearly describe the Contractor services, as well as RCTC's role in the Program. All marketing materials that reference the Vanpool Program Subsidy shall, prior to distribution, be reviewed and approved by RCTC, and provided in a user-friendly, electronic format.
 - e. Affixing on all Program vanpools a magnetic decal designed, produced and provided by RCTC. The decal will display the program's logo and/or other program contact information.
 - f. Allowing for placement of RCTC or partner materials in the interior of each leased Vehicle.
 - g. Directing all new and potential Program Participants/applicants to the RCTC application, reporting and database tool/System; and
 - h. Promoting RCTC's Program tools and outreach materials, as well as IE Commuter website and resources, when conducting vanpool formation meetings. Marketing Deliverables shall include, but not be limited to:
 - i. Monthly meetings or conference calls with RCTC staff to review the marketing and outreach activities conducted by Contractor during the prior month, and identify upcoming activities;
 - ii. All Program-specific promotional materials distributed during the prior period;
 - iii. Summaries of outreach efforts and meetings with employer or employee groups; and
 - iv. Monthly Participant Lease invoices.
7. **Customer Service.** Contractor shall provide personnel necessary to offer timely and effective customer service and support to Program Participants. Identify contact information during business hours, as well as contact information during other non-business hour timeframes.
8. **Insurance.** Insurance coverage requirements are set out in the RCTC Contract, Appendix B.
9. **Maintenance.** Contractor shall:
- a. Employ a scheduled maintenance program, as well as an unscheduled repair program, to ensure continued reliability and performance of the Vehicles used in the Program.
 - b. Arrange and make available a vehicle repair service location that is within ten (10) miles of either the Participant's home or work location.
 - c. Identify situations where a Participant brings a vehicle to a repair facility vs. repair is done at Participant's home/work end (such as windshield repair).
 - d. Develop a set of procedures that ensure prompt reimbursement of Participants for incidental expenses or emergency repairs incurred; provide those procedures to RCTC.
 - e. In the event of breakdown of a Vehicle or repair that extends beyond one (1) day, Contractor shall provide a replacement vehicle, in a timely manner, to minimize the delay of arrival to work, or to meet the vanpool group by shift end, or to complete transportation home from work as applicable at the time of breakdown.

- f. RCTC reserves the right to conduct a physical inspection and audit of vehicles for compliance, as identified in Section 3 above.
- 10. Towing Assistance.** Contractor shall describe in its Proposal how it will provide emergency and towing assistance to leased vehicles while in service/operation and will be available at all times. This service shall include, but not be limited to, the repair of flat tires, gas/alternative fuel delivery, battery jumps and lock-out services.
- 11. Driver Selection, Orientation and Lease Revocation.** Contractor shall provide to RCTC Contractor's selection and orientation procedures for the vanpool's primary driver and backup driver(s). Contractor shall identify Contractor's criteria for revoking or suspending a lease or driver privileges and procedures/penalties if the Coordinator were to terminate the lease. Selection, orientation and revocation and termination procedures shall be provided to RCTC.
- 12. Vehicle Changes.** Contractor shall identify how Vehicle changes occur, either on a temporary or permanent basis, for vanpool start-up, replacement and terminated vanpools.
- 13. Complaints/Grievances.** Contractor shall identify how Participant complaints are handled and addressed, and at what point in time Contractor notifies RCTC of such complaints or grievances.
- 14. Periodic RCTC/Contractor Meetings.** Contractor shall attend meetings as scheduled by RCTC. Meetings may occur immediately after Contract execution, System orientation and training, and when new Contractor staff are assigned to the Program. RCTC may also schedule meetings to coordinate Contractor's outreach and marketing efforts. Contractor shall provide the personnel and marketing resources necessary, and participate in scheduled marketing campaigns, events, and activities in coordination with RCTC.
- 15. Completeness/Effectiveness.** Contractor shall assist RCTC to continuously improve Program effectiveness and to reduce Program administrative costs by:
- a. Providing timely and high-quality reporting;
 - b. Facilitating the completion of periodic RCTC-provided surveys of Participants and Vanpool Passengers, which may include post-participation surveys for those that terminate their involvement with the program; and
 - c. Actively participating in business process reviews and assist with the implementation of process improvements.
- 16. Reporting Support.** Provide personnel and tools necessary to offer timely and accurate monthly and yearly reporting as required by RCTC and/or the NTD. The Contractor shall provide, and enter into a RCTC-prescribed format, all Contractor-related performance data needed for National Transit Database ("NTD") reporting. The FTA may amend the NTD reporting requirements, and those requirements can be found at the FTA website at: <https://www.transit.dot.gov/ntd>.
- 17. Application Process.** Contractor shall direct Coordinators who will be applying to the Program, to prequalify to the Program's System. Upon prequalification, the Coordinator may only then submit an application through the System. RCTC will provide to the Coordinator, the primary driver (if not the Coordinator) as well as an alternate vanpool reporter, a Participation Agreement that must be executed by all parties and submitted into the RCTC System. The Contractor's required information shall be submitted into the

System, and shall include, but is not limited to, the Coordinator's vehicle make/year/model, vehicle size, PDF version of the vehicle checklist and lease, and lease start date. All completed applications that are entered into the System by the 20th of each month may be considered for enrollment in the Program for the following month. RCTC reserves the right to change application deadlines and subsidy start dates.

18. **Approved Application Changes.** Contractor shall make the following changes in the System, within three (3) business days of the occurrence:

- a. Termination of a vanpool, including the reason for termination;
- b. A change in the Coordinator of an approved vanpool and the new lease agreement;
- c. Change in date of vanpool lease;
- d. Address or phone number change for Participants;
- e. Vehicle change, including the new make/model/year, size and new vehicle ID;
- f. Change in monthly lease amount; and/or
- g. Contractor change of a vanpool.

19. **Emergency Ride Home.** Proposer shall describe if and how it intends to provide a specific number of annual rides home to a Participant and/or a Vanpool Passenger who experiences a mid-day emergency such as flood/fire to the home, illness of self or dependent (not work related).

C. **Contractor Deliverables.** During the course of the RCTC's Agreement period, Contractor shall:

1. Enter Contractor-required information into the System by the 20th of each month, for subsidies that may commence on the 1st of the following month (pending RCTC

approval).

2. By the 10th of each month, email to the VanClub Administrator a Contractor invoice in a Microsoft Excel format that provides the following information in each column, for vanpools subsidized in the prior calendar month period:
 - a. RCTC Agreement number, addressed to the RCTC Vanpool Project Manager;
 - b. Date invoice was generated and the period of performance (will always be a calendar month period);
 - c. Contract's not-to-exceed amount as approved by RCTC, total amount of prior invoices submitted by Contractor to RCTC, the current invoice amount and the resulting contract balance;
 - d. Sequential count of Vans in the month period subsidized by;
 - e. RCTC Vanpool ID;
 - f. Coordinator first name;
 - g. Coordinator last name;
 - h. Contractor Agreement number with Coordinator;
 - i. Subsidy start date;
 - j. Contractor Vehicle unit number;
 - k. Total lease cost;
 - l. RCTC Subsidy amount;
 - m. Vanpool Termination date (if terminated) and the final subsidy payment (as determined by RCTC);
 - n. The number of spare vehicle units available to the Program during the Period; and
 - o. All other relevant information, comments and notes regarding the status of each vanpool and the Program (such as if there were a Coordinator change during the month).

If an Invoice has any discrepancy and is not consistent with the System information/data, RCTC will return the invoice to Contractor for corrections to the invoice or into the System, and then Contractor will re-submit the invoice to RCTC. RCTC will not disperse subsidies for Vanpools that were not approved by RCTC during the month period and will not disperse subsidies for vanpools that have not completed their monthly reporting or do not meet RCTC's program requirements..

3. Along with the monthly invoice submittal, Contractor shall provide for the same monthly invoice period a summary the following reports and activities:
 - a. Regional sales and outreach activities,
 - b. If any, ADA vehicles were requested, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - c. If any, major mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response,
 - d. If any, other mechanical system failures, by Vanpool ID and Contractor Vehicle number, and Contractor response, and
 - e. By Program Vanpool ID and Contractor Vehicle number, any major incidents or accident (defined as resulting in a fatality or property damage in excess of \$25,000), or non-major incidents or accidents (defined as resulting in more than \$7,500 but less than \$25,000 in property damage and/or results in any injury that requires medical attention away from the scene of the incident), and Contractor

response, and such other relevant information as RCTC may require.

- f. Contractor shall update current Program and Coordinator changes by the last day of the month that the change took effect.
4. Submit to RCTC required annual NTD reports and forms, by no later than the fifteenth (15th) day of August each year, based on RCTC's annual fiscal year (July 1st through June 30th). Contractor will email the information to the VanClub Administrator, and shall include, but not be limited to:
- a. Coordinator Yearly Lease Cost Report. Per line item the report includes:
 - i. RCTC Vanpool ID and Contractor Vehicle unit number;
 - ii. Coordinator's and Primary Driver's first and last name; and
 - iii. Lease cost listed monthly per Contractor vehicle unit.
 - b. Beginning and ending odometer readings of vehicles assigned to the Program as of the last day in June each vanpool operated. The summary should include the following information:
 - i. Year, make, model, seat capacity, vehicle length, and style (luxury or bench) for each fleet;
 - ii. Total number of vehicles in each fleet;
 - iii. RCTC Vanpool ID and Contractor vehicle unit numbers; and
 - iv. Starting and ending odometer information for each fleet vehicle for those miles travelled by the vehicles assigned to the RCTC fleet as of the last day in June each vanpool operated. Mileage accrued while a vehicle was in service for another region should not be included.
 - c. Detail of Contractor's costs incurred (as required on NTD F-30 and F-40 forms) including the following four (4) categories:
 - i. Vehicle Operations;
 - ii. Vehicle Maintenance;
 - iii. Facility Maintenance; and
 - iv. General Administration.

This Financial Report will not be accepted unless costs are separated in the above four categories and total to the lease costs the Contractor charged the vanpool groups during the fiscal year.

- d. NTD Revenue Vehicle Failures during the fiscal year, which requires details of vehicle failures (as required on NTD Form R-20).
- e. Upon RCTC request, details of vehicle maintenance performed, to include, but not be limited to a log/record of all maintenance, inspections, servicing and repairs performed for each vehicle, including the dates of service, odometer readings, and descriptions of the work performed.

Failure to provide the annual reports within the time requirements stated in this section above will result in the withholding of any subsidy payment until the annual reports are submitted in their entirety to RCTC.

EXHIBIT "B"

VEHICLE SUBSIDY

Fifty percent (50%) of the total lease cost per Vehicle, not to exceed _____
per Vehicle.

DRAFT

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 24, 2025
TO:	Budget and Implementation Committee
FROM:	Erik Galloway, Project Delivery Director
THROUGH:	Aaron Hake, Executive Director
SUBJECT:	Agreement No. 25-31-044-00 for Software as a Service with Replica for Agency Wide Use

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 25-31-044-00, a sole source procurement, to Replica for Software as a Service (SaaS) for the Project in the amount \$772,725;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and
- 3) Authorize the Executive Director or designee, pursuant to legal counsel review, to execute non-funding amendments to the agreements on behalf of the Commission.

BACKGROUND INFORMATION:

Replica is a national technology company based in the United States with staff working across the country. The company provides nationwide data on things like travel patterns, where people are coming from and going to, population details, how fast people are traveling, traffic volume, turning movements at intersections, daily traffic averages and more. This data is regularly updated and comes from various sources, including cell phones, GPS trackers used by fleets and private automobiles, federal data, and other public and private sources. The data Replica offers includes both historical and near real-time travel information.

This data is widely used in planning, developing, and preparing environmental reports for projects. The consultant teams working for the Commission rely heavily on this data to help to develop their projects. Replica has supported over 5,000 projects, including planning for active transportation, adjusting travel models, analyzing accessibility, writing grant applications, planning infrastructure, engaging with communities, modeling travel trends for different transportation methods, reporting and monitoring Vehicle Miles Traveled (VMT), and other scopes of work.

Sole Source Justification

Replica provides access to their proprietary and public data through a single, user-friendly platform. This access provides RCTC with synthesized and anonymized data, offering a detailed view of the movement of people, trucks, goods, across the county, California, and into Nevada. The proprietary data will enable RCTC to:

- Identify economically disadvantaged communities;
- Pinpoint communities most impacted by carbon emissions and environmental factors;
- Locate areas with the highest levels of truck traffic and warehouse development; and
- Determine corridors with the greatest travel demand and the greatest potential for shifts to alternative transportation modes.

Replica provides detailed, comprehensive traffic and population movement data based on a synthetic population model that integrates dozens of data variables and inputs, all without using Personally Identifiable Information. This cloud-based platform combines a high-quality mix of data inputs, including location-based services data, connected-vehicle data from both personal and commercial freight vehicles, point-of-interest and visits data, public and proprietary real estate information, payments data, and observed mobility “ground-truth” counts. This composite approach reduces sampling bias and enhances overall data quality by blending these diverse sources into a single, cohesive platform.

Staff reviewed other competing platforms including StreetLight Data. Discussions were held with StreetLight Data in 2019, and attempts were made to seek an agreement for access to the StreetLight Data. At that time the access was cost prohibitive and would not provide a full view of Riverside County or California, each additional region of the state would be an additional cost, and the cost to access all of California was excessive.

In September 2024, StreetLight Data was again contacted, and presentations were made to RCTC staff. During this discussion, it was learned that StreetLight data had been acquired by Jacobs, an engineering consulting firm with numerous contracts with RCTC. Staff believes it is important to have direct access to a data tool independent of firms who are working for the Commission on planning, environmental clearance, design, and construction management to avoid the possibility or appearance of a conflict of interest. Additionally, RCTC currently has access to StreetLight Data through an agreement with Western Riverside Council of Governments (WRCOG), though the number of accounts is restricted.

Considering the various factors listed here, staff believes that Replica is the most suitable source of the comprehensive traffic and population movement data. The contract terms offered by Replica are more favorable than those of other competitors, with far greater accessibility for RCTC staff and consultants. The proprietary data and analytic tools will provide RCTC with the critical insights needed to support multiple projects and departments currently and in the future. With universal access for all RCTC staff and consultants, RCTC can avoid multiple individual consultant contracts for access to the Replica’s proprietary data and analytics. This setup allows

RCTC staff and consultants to conduct queries directly from their desk as needed, supporting the report development, response to public comments, planning initiatives, grant applications, design and station development, identification of transit deficient areas, and potential locations for commuter rail stations.

Project Scope

This SaaS agreement will allow RCTC full access to Replica's data platform and database for unlimited users including the Commission's consultants working on its projects. The data will cover the entire states of California and Nevada, allowing visibility into trips that start outside of Riverside County but travel through it. This agreement will enable the Commission's staff and consultants to analyze both historical and recent truck and passenger vehicle travel patterns, helping them better understand the potential impact of projects or identify ways to reduce congestion.

With the state's requirement to include VMT in the California Environmental Quality Act (CEQA) process, the Commission must not only measure the VMT generated by its projects but also determine any potential VMT credits the project may provide. This tool will help support the Commission's projects and assist in identifying potential VMT mitigation projects, if needed, to support the planned highway improvements.

The SaaS agreement will provide unlimited access to Replica data for the Commission's staff and consultants. This means that future consultant contracts won't require an additional charge for access to Replica's data or similar data sources, as the Commission can directly provide access to the consultants working on its projects.

This data access, along with Replica's data analytics, will enhance planning efforts, support grant funding applications, inform project location decisions, and offer detailed insights for Active Transportation Projects (ATP), multi-modal, and vehicle-based projects. RCTC intends to integrate this data through Replica's SaaS with publicly available data, such as those from US Census Bureau, Housing and Urban Development, and various economic data sets, to aid in project planning, development, and execution. Additionally, this access to this data will contribute to the potential development of a Traffic Relief Plan execution strategy.

This agreement will give the Commission access to Replica's data through an online portal, eliminating the need for any software installation on the Commission's computer network. This setup allows remote access without requiring a direct connection to the Commission's network.

DISCUSSION:

Replica is the developer of software that provides access to both their own and public data sources.

The SaaS software access agreement covers the use and maintenance of the Replica data for three years. The annual software license fee is a fixed cost, not based on the size of any specific project, but rather for general use of the software.

Staff negotiated the scope, cost, and schedule proposal received from Replica for the agreement and established a fair and reasonable price. The proposed cost for the SaaS Software License Agreement No. 25-31-044-00 is \$772,725.


FISCAL IMPACT:

Funding Source Breakdown

	Item	Dollar Amount	Fund Source
1	Replica- SaaS (Software as a Service), Software Access Agreement	\$772,725	Measure A
	Total	\$772,725	

Expenditure Schedule

	Item	FY 2025/26	FY 2026/27	FY 2027/28	GL/Project Accounting No.
1	Replica- SaaS (Software as a Service), Software Access Agreement	\$250,000	\$257,500	\$265,225	623999 73001 00000 0000 262 31 73001 (70%) 254199 73001 00000 0000 103 25 73001 (30%)
	Total	\$250,000	\$257,500	\$265,225	

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2025/26 FY 2026/27+	Amount:	\$250,000 \$522,725
Source of Funds:	Measure A			Budget Adjustment:	No
GL/Project Accounting No.:	623999 73001 00000 0000 262 31 73001 654199 73001 00000 0000 103 25 73001				
Fiscal Procedures Approved:				Date:	03/03/2025

Attachment: Replica SaaS - (Software as a Service), Procurement and Professional Services Draft Agreement No. 25-31-044-00

SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT

This SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of _____, 2025, by and between the Riverside County Transportation Commission (“Commission”), and Replica, Inc. (hereinafter referred to as “Provider”).

RECITALS

- A. Commission desires to procure software and services which will be delivered remotely on a subscription basis to support its operations in the area of transportation and travel pattern data (the “SaaS Solution”).
- B. Provider submitted an Order Form for the SaaS Solution dated October 24, 2024 (“Proposal”) and has been selected to provide the SaaS Solution on the basis of the features and functionality of the SaaS Solution and the representations and commitments of Provider contained in the Proposal.
- C. The parties desire by this Agreement to establish the terms for Commission to retain Provider to provide the SaaS Solution.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. SaaS Solution. The SaaS Solution is comprised of software and services that will be provided to the Commission as follows:
 - a. Software. Provider shall provide Commission with access to the software which is described in the “Proposal” which is attached hereto as Exhibit “A” (“Software”). The performance and functionality of the Software shall comply in all respects with the commitments made in the Order Form and the description of the Software features and specifications contained in Provider’s technical documentation for the Software (collectively, the “Functional Specifications”).
 - b. Services. Provider shall further provide Commission with the services necessary to provide the SaaS Solution and to implement, use and support the Software as detailed in Exhibit “A” (“Services”). Services which are provided on a one-time basis in connection with the setup and implementation of the SaaS Solution, if any, including without limitation, account setup, software and database configuration, data conversion and training, are referred to herein as the “Implementation Services”.
2. Supplemental Terms. The Commission shall have a license and/or subscription to use the SaaS Solution, including any Software, for its operations, subject to the terms of this Agreement and the additional terms and conditions of Provider which are contained in the “Terms of Service Addendum” which is attached hereto as Exhibit “B”. In the event of any conflict between the terms of this Agreement and the Terms of Service Addendum, the terms of this Agreement will prevail.
3. Term; Performance Schedule.
 - a. The term of this Agreement will commence on the date first set forth above and will continue for a period of three (3) years. The Agreement may thereafter be renewed for

additional one (1) year terms with the mutual written agreement of Commission and Provider.

- b. Provider shall provide the Software and Services, including any Implementation Services, in a prompt and timely manner in accordance any schedule(s) agreed upon by the Commission and Provider. Any delays or changes in the Performance Schedule shall be subject to the terms of Section 7.

4. Compensation.

- a. Subject to paragraph 4(c) below, the Commission shall pay for Software and Services in accordance with the schedule of fees and costs included in the Proposal attached as Exhibit "A" ("Fee Schedule"). The subscription fee for Software is an enterprise license which allows an unlimited number of users for the Commission's authorized use. With respect to any network or database services with storage limitations, Provider will have a mechanism to notify Commission if it is within ten percent (10%) of its authorized limit. Notwithstanding any term of the Terms of Services Addendum, in no event will the Commission be automatically charged additional licenses or subscription fees for exceeding storage limits. Commission will be given notice of and opportunity to purchase additional capacity.
- b. The timing of all payments by the Commission will be as set forth in the Fee Schedule, provided, however, that if no payment period is specified, then payments will be made by Commission within forty-five (45) days of the date that an invoice is received.
- c. With respect to the Implementation Services, Provider agrees that based on its familiarity with the SaaS Solution, the cost estimate for the Implementation Services will not exceed the budgeted amount that is set forth in the Fee Schedule unless there is a change in the scope of the Implementation Services and such change is reflected in the execution of a written amendment pursuant to Section 7 of this Agreement.

5. Maintenance and Support of SaaS Solution.

- a. Unless otherwise expressly set forth in this Agreement, the regular maintenance and support of the SaaS Solution is included in the fees for the Software and Services which are set forth in the Fee Schedule. Response times in connection with support requests will be as set forth in Exhibit "B".
- b. In the event that the Commission requires customization of the Software, additional training or extraordinary support, then the Commission and Provider will agree, in advance, in writing, on the additional cost for such services.

6. Contract Documents. The "Contract Documents" will include this Agreement and all of the exhibits and addenda attached hereto. In the event of any conflict between the terms and conditions of this Agreement and the Terms of Service Addendum, this Agreement shall prevail.

7. Additional Work. If changes in the Project and the Contract Documents are requested by Provider or the Commission, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the Commission by Provider with a statement of the estimated changes in the Schedule of Services, the Fee Schedule and the Performance Schedule. An amendment to the Agreement shall be prepared by the Commission and executed by both parties before any change

becomes binding upon Commission. Such amendment shall not render ineffective or invalidate unaffected portions of the Contract Documents.

8. Maintenance of Records. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Provider and made available at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement for inspection by the Commission.
9. Ownership of Data and Intellectual Property; Confidentiality.
 - a. Commission shall be the owner of all Commission generated data that is used, stored or processed by Provider in connection with the SaaS Solution, if any (“Commission Data”) and Provider will not disclose, share, sell or otherwise make any use of such data except in the performance of its obligations under this Agreement. For the avoidance of doubt, Commission Data includes all data created or in any way originating with the Commission, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the Commission as part of the SaaS Solution, whether such data or output is stored on the Commission’s hardware, Provider’s hardware or exists in any system owned, maintained or otherwise controlled by the Commission or by Provider. Provider will deliver to Commission a full copy of all Commission Data that is stored by Provider or held in any database in connection with the Software within five (5) days of Commission’s request, including within ninety (90) days following the termination of this Agreement, subject to any fee set forth in the Fee Schedule. Furthermore, at the request of Commission, Provider shall further destroy all copies of the data that are in Provider’s possession.
 - b. Provider shall remain the owner of the Software and any of Provider’s intellectual property and Provider’s data that is associated with the SaaS Solution and the performance of any of the Services.
 - c. Confidentiality – Reserved.
10. Data Security. Reserved.
11. Service Level Requirements.

The bandwidth and network availability for the SaaS Solution shall be as follows:

- (i) Provider will provide network bandwidth between its servers and the Internet at levels that will provide dependable and stable access, allowing the product to operate as intended. Uptime will be at least 99.99%. Provider will exercise reasonable efforts to achieve the performance levels set forth above. In the event that average performance falls below the foregoing target during any calendar month, Provider shall credit Commission five percent (5%) of such month’s applicable service fees for each one tenth of one percent (0.1%) that uptime is below the target; provided such credit will not exceed fifty percent (50%) of any month’s otherwise applicable service fees. Credits issued pursuant to this Section apply to outstanding or future invoices only and are forfeit upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including, without limitation, termination of this Agreement.

- (ii) Provider (1) will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled maintenance. If Provider intends to install an upgrade or patch to the system that impacts the availability, operation, look-and-feel, or functionality of Services, Provider will provide the Commission at least two (2) business days' notice and coordinate if necessary with the Commission before any upgrades or patches are applied so the Commission can plan accordingly, and (2) will promptly investigate any technical problems that the Commission reports. Provider does not guarantee the integrity of data transmitted via the Internet.

12. Delays in Performance.

- a. Neither the Commission nor Provider shall be considered in default of the Contract Documents for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.
- b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance under the Contract Documents. It is not intended by the parties that any such delay shall extend for a period in excess of sixty (60) days.

13. Compliance with Law. In carrying out its obligations under the Contract Documents, Provider shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements and requirements for verification of employees' legal right to work in the United States.

14. Warranty

- a. Software Warranty. Provider warrants that the Software will conform in all material respects to the Functional Specifications during the term of this Agreement. Provider agrees to correct, through its standard support process, any nonconformity of which it receives notice during the term. In addition, Provider warrants that any customization to the Software on behalf of Commission will conform in all material respects to the Functional Specifications. This warranty is void if the Commission or any other third party intentionally changes or modifies the Software without the permission of Provider.
- b. Malware. Provider warrants that the Software does not contain any virus or malware and that no employee or contractor of Provider will introduce malware into Commission's network during the performance of this Agreement.
- c. Service Warranty. Provider warrants that all Services provided under this Agreement will be performed in a professional, competent and workmanlike manner in accordance with the requirements for the Services and the Functional Specifications, if applicable. Provider shall further provide a sufficient number of properly trained and competent staff to carry out the Services in a skilled and professional manner consistent with the best practices in the software industry and in compliance with agreed upon schedule(s).

- d. Remedies. Provider covenants that it will make corrections of program errors which are reported in writing to Provider during the term and which are necessary for the Software to conform to the warranties set forth in this Section 14. Commission agrees to allow Provider the opportunity to make repeated efforts within a thirty (30) day time period to correct programming errors as warranted in this Agreement. Provider agrees that program errors that result in the inability of the Commission to make functional use of the Software will be given its highest priority with the problem corrected as soon as practicably possible. Provider will strive to have all errors resolved within no more than five calendar days.
15. Acceptance Testing. Reserved.
16. Assignment and Subcontractors. Provider shall not subcontract, assign or transfer this Agreement or any rights under or interest in the Contract Documents without the written consent of the Commission, which may be withheld for any reason at the sole discretion of the Commission. Nothing contained herein shall prevent Provider from employing independent contractors, as well as employees, to provide Services as Provider may deem appropriate, provided, however, that Provider shall remain fully responsible for such independent contractors.
17. Independent Contractor. Provider is retained as an independent contractor and is not an employee of the Commission. No employee or agent of Provider shall become an employee of the Commission. The work to be performed shall be in accordance with the work described in this Contract Documents, subject to such directions and amendments from the Commission as herein provided.
18. Integration. The Contract Documents represent the entire understanding of the Commission and Provider as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties hereto. This is an integrated Agreement.
19. Title to Software. Provider represents and warrants that it is the sole owner of the Software or, if not the owner, that it has received all legally required authorizations from the owner to license the Software as contemplated herein, has the full power to grant the rights required by this Agreement, and that neither the Software, nor its use in accordance with the Contract Documents, will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person.
20. No Suspension of Use. Unless Commission is in breach of its obligations under this Agreement and has failed to cure such breach within the applicable cure period, in no event will Provider suspend Commission's access to the SaaS Solution and Commission Data unless such suspension is necessary to protect the integrity and security of Provider's network, in which case Provider will give Commission prompt notice of cause of such suspension and the anticipated duration thereof.
21. Infringement and Performance Breach Remedies. If it is claimed that any work furnished by Provider infringes any intellectual property right or is otherwise unlawful, Provider agrees to defend or settle any such claim or suit at Provider's expense and to indemnify and hold the Commission harmless from any losses, damages or harm, including attorney's fees and legal expenses, incurred as a result of such claim. Without the Commission's prior written approval, Provider shall not accept any liability on the Commission's behalf for the infringement, nor shall Provider reach a settlement that from the Commission perspective impairs the value or usefulness

of the work that is the subject of the infringement claim. Provider will also pay all damages and costs that by final judgment, settlement or other resolution are assessed against the Commission due to such alleged or proven infringement and reimburse the Commission for any direct damages suffered by the Commission as a result of the infringement claim, including but not limited to attorney's fees. Should Provider find, or be found, to have infringed on any intellectual property rights, Provider will procure; (i) a right for the Commission to continue using the applicable Software, (ii) a solution to mitigate the infringement, or (iii) a product to replace the infringing product that provides the functionality and complies with the specifications contained in the Contract Documents. The Commission shall not incur any additional costs related to the aforementioned remedies.

22. Termination

- a. Termination for Default. Subject to the right to cure contained in Section 22.b., the Commission may terminate this Agreement in whole or in part, at any time that the Commission determines that Provider is in material default of its obligations under the Contract Documents. Termination for default is effective on the date specified in the Commission's written notice of default. A termination for default shall be deemed a termination for convenience if the termination for default is later found to be without justification.
- b. Cure. Provider shall have a period of ten (10) days following a written notice of default to either cure such default or if such default cannot be cured within such period, to provide evidence satisfactory to Commission, in its sole discretion, that Provider is taking action to cure such default.
- c. Termination for Convenience. This Contract may be terminated by the Commission, in whole or in part, upon ninety (90) days written notice to Provider, when the Commission determines this to be in its best interest. The termination for convenience is effective on the date specified in the Commission's written notice. Termination for convenience may entitle Provider to payment for reasonable costs allocable to the Contract Documents for work or costs incurred by Provider up to the date of termination. Provider shall not be paid compensation as a result of a termination for convenience that exceeds the amount payable under the Schedule of Charges.
- d. Use of SaaS Solution. If there is a termination for any reason, the Commission shall have the right to elect to (i) continue use of the Software for the remainder of the period in which Commission has paid the license or subscription fee to Provider; or (ii) discontinue use of such Software in exchange for a proportional refund of such license or subscription fee.

23. Indemnification. To the fullest extent permitted by law, Provider shall defend, indemnify and hold the Commission, its officers, officials, employees, and authorized volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Provider, its officials, officers, employees, subcontractors, Providers or agents in connection with the performance of Provider's services, the Project or this Agreement. In addition, Provider shall defend, with counsel of Commission's choosing and, at Provider's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by this section that may be brought or instituted against Commission or its officers, officials, employees, and authorized volunteers. Provider shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officers, officials, employees,

and authorized volunteers as part of any such claim, suit, action or other proceeding. Provider shall also reimburse Commission for the cost of any settlement paid by Commission or its officers, officials, employees, or authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Provider shall reimburse Commission and its officers, officials, employees, and/or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

24. Insurance; Limitation on Liability; Exceptions.

- a. Provider will comply with the "Insurance Requirements" of Commission which are attached hereto as Exhibit "C" and included as a part of this Agreement.
- b. Neither Commission, nor Provider, shall be liable to the other for any indirect or consequential damages, including lost profits, as a result of any breach of the Contract Documents.
- c. Notwithstanding the foregoing, no limitation on liability contained in the Contract Documents shall apply to any third party claim for personal injury or wrongful death arising from the negligent acts or willful misconduct of either party, its agents or assigns. Furthermore, no limitation on liability applicable to Provider shall apply to any third party claim that the Software infringes upon the intellectual property rights of another party, nor to the obligation of Provider to deliver the Software and Services in accordance with the Scope of Work and Provider's warranty obligations.

25. Laws, Venue, and Attorneys' Fees. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Riverside, State of California.

26. Documents. Provider shall deliver to Commission no less than one (1) full set of documentation, manuals and training materials for the Software and Commission shall have the right to copy such documents and materials for its own internal use of the Software.

27. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered in person or sent via commercial overnight delivery, addressed to each party at the address set forth on the signature page or such other address for which a party has given notice. Notice will be effective upon receipt.

28. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

29. Counterparts; Signatures.

a. This Agreement and any exhibits, amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Agreement or any amendment or renewal.

b. A signature by any party to this Agreement provided by facsimile or electronic mail is binding upon that party as if it were the original. Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to

accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

- 30. Discrimination and Harassment Prohibited. Provider will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.
- 31. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of Commission and on behalf of Provider under this Agreement are as follows:

PROVIDER:

Attn: _____

COMMISSION:

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

Except as otherwise stated, all notices provided under this Agreement must be in writing and will be deemed delivered on receipt as follows: (i) in person; (ii) via commercial overnight courier; or (iii) via electronic mail as long as receipt of the electronic mail is confirmed by the recipient via return electronic mail. Each party will notify the other immediately of any changes to the above addresses.

[signature page follows]

**SIGNATURE PAGE
TO
SAAS PROCUREMENT AND PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

EXHIBIT A

PROPOSAL

[Replica Order Form Including Fee Schedule Attached Behind this Page]

DRAFT

EXHIBIT B

TERMS OF SERVICE ADDENDUM

**[Replica Platform Subscription Agreement and Data Protection Addendum
Attached Behind this Page]**

DRAFT

EXHIBIT C

INSURANCE REQUIREMENTS

A. Provider, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by Commission in writing. These minimum amounts of coverage will not constitute any limitations or cap on Provider's indemnification obligations under this Agreement.

- Commercial General Liability Insurance. Provider will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the Commission, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the Commission.
- Business Automobile Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.
- Workers' Compensation Insurance. Provider will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the Commission, its officers, agents, employees and volunteers.
- Employer's Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.
- Professional Liability Insurance. Provider will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.
- Third party cyber liability insurance. Provider will maintain cyber liability coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

B. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Provider providing thirty (30) days prior written notice to Commission sent pursuant to the Notice provisions of this Agreement.

C. Prior to Commission's execution of this Agreement, Provider will provide to Commission certificates of insurance and above-referenced endorsements sufficient to satisfaction of Commission's Risk Manager. In no event will Provider commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by Commission's Risk Manager.

D. If Provider fails to comply with these insurance requirements, then Commission will have the option to declare Provider in breach.

AGENDA ITEM 9

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 24, 2025
TO:	Budget and Implementation Committee
FROM:	Hanan Sawalha, Senior Management Analyst Brian Cunanan, Commuter & Motorist Assistance Manager
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	Agreement for Call Box Removal Services

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 25-45-059-00 with Global Builders Inc. for the removal of Call Boxes along Riverside County highways in the not to exceed \$149,900; and
- 2) Authorize the Executive Director, or designee, to approve the use of the contingency amount as may be required for these services.

BACKGROUND INFORMATION:

In 1986, the Commission established itself as the Riverside County Service Authority for Freeway Emergencies (RC SAFE) following the passage of SB 1199 in 1985. The creation of Service Authorities for Freeway Emergencies (SAFEs) across California aimed to provide call box services and, when funds allowed, offer additional motorist assistance programs. As RC SAFE, the Commission currently operates a Motorist Assistance program on Riverside County's freeways and highways, which includes three main components: 1) call boxes, 2) freeway service patrol (FSP), and 3) 511 traveler information services. Funding for RC SAFE is generated through a \$1 fee on vehicle registrations within Riverside County.

The call box program was originally implemented to provide stranded motorists with communication access to assistance or emergency services using cellular technology. When a call box is activated, the call is directed to a Call Answering Center (CAC). Depending on the circumstances, call center agents may forward the call to the California Highway Patrol (CHP), assist the motorist in requesting Freeway Service Patrol (FSP), or contact the motorist's roadside assistance provider, or a friend or family member.

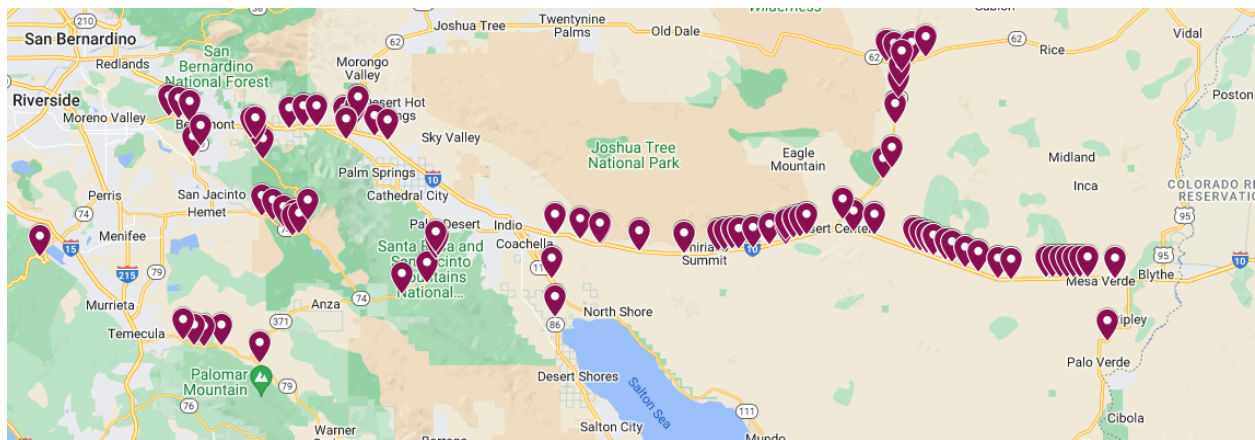
At its peak in the mid-1990s, at a time when cell phone ownership was still limited, the program included 1,082 call boxes installed along most Riverside County highways, receiving more than 88,000 calls annually.

Call Box Reductions and Sunset

Over the years, as cell phone usage has become almost universally widespread, reliance on call boxes has declined. To maintain a cost-effective program footprint, reductions were approved, often aligned with costly network upgrades (e.g., 2G to 3G transition). In March 2019, the Commission approved a phased plan that included a final reduction of call boxes and subsequent sunset of the program.

By 2024, only 136 call boxes remain, primarily in rural highway segments in eastern Riverside County. These call boxes now account for just over 300 calls annually, with operating costs exceeding \$82,000 for FY24.

Figure 1. Current Call Box Locations



Discussion

The program's maintenance service provider, Knightscope Inc., is responsible for the upkeep of call boxes and related infrastructure, as well as their removal, whether temporarily for construction or permanently due to program reductions. They are the sole provider of such services in the state and serve as the maintenance provider for all other SAFEs with a call box program. Knightscope previously employed in-house field technicians who could promptly handle a wide range of maintenance requests. However, the company has eliminated its field technician staff and now relies on subcontractors who are not fully familiar with the call box technology. This shift has presented significant challenges, prompting some SAFEs, such as the San Bernardino County Transportation Authority (SBCTA), to sunset their call box programs, while others are considering similar actions. Although Knightscope has managed to keep the Riverside County call boxes operational so far, they are unable to maintain the boxes at the level specified in the agreement, including performing preventative maintenance and repairs within the required 3-day timeframe, as outlined by state guidelines. Additionally, Knightscope has indicated that due to their staffing and resource limitations, they are unable to complete the permanent removal services required for this project. The current contract with Knightscope is set to expire on June 30, 2025.

RCTC is also a party to a regional call answering center (CAC) services contract, which was procured by SBCTA on behalf of OCTA, RCTC, and SBCTA. SBCTA plans to phase out its call box program and does not intend to extend the CAC contract beyond its expiration on June 30, 2025. If RCTC decided to secure its own CAC services, it is anticipated that this would incur additional costs, as the economies of scale discount would no longer apply.

Based on the Commission’s previous 2019 authorization to phase out call boxes combined with the significant availability of personal cell phone utilization and Knightscope's reduced capacity to perform required work, staff recommends completing the drawdown of the program this year.

With both the call box maintenance and CAC services contracts expiring on June 30, 2025, there is a need to engage an external contractor for the removal and disposal of call boxes by this date. This timeline will help prevent call boxes from remaining in place without service or maintenance. Due to the specific nature of the project, an Invitation for Bid (IFB) was determined to be the most efficient and cost-effective method to secure the necessary services.

Procurement Process

On February 4, 2025, the Commission advertised IFB No. 25-45-059-00 for call box removal services. A public notice was advertised in the *Press Enterprise*, and the complete IFB, including all contract documents, was posted on the Commission’s PlanetBids website, which is accessible through the Commission’s website. Electronic mail messages were sent to vendors registered in the Commission’s PlanetBids database that fit the IFB qualifications. Twenty-three (23) firms downloaded the IFB. Seven (7) were located in Riverside County. A pre-bid conference was held on February 12, 2025, and on March 4, 2025, five (5) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1 - Summary of Bids

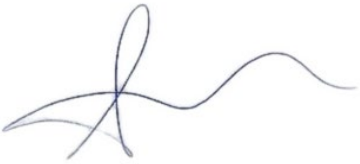
	Contractor Name	Total Bid Price
	Engineer’s Estimate	\$199,404
1	Global Builders Inc	\$149,888
2	DRS Contracting	\$173,345
3	Splice Construction	\$179,320
4	Select Electric	\$195,296
5	Kormex Construction	\$228,200

The basis for award is the lowest responsive and responsible bidder as defined by the Commission’s procurement policy and state law. After reviewing the lowest bids received, staff concluded that Global Builders Inc. is the lowest responsible bidder, submitting a responsive bid in the amount of \$149,888.

FISCAL IMPACT:

Sufficient funding for call box removals, consisting of SAFE funds, is included in the Fiscal Year 2024/25 budget.

Additionally, funding for a comprehensive Motorist Assistance Study is planned for and included in the pending FY 2025/26 Budget. This study will explore alternative motorist aid solutions and assess the potential for pilot programs to enhance roadside assistance services in Riverside County.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2024/25	Amount:	\$149,900
Source of Funds:	SAFE			Budget Adjustment:	No N/A
GL/Project Accounting No.:	002174 81016 00000 0000 202 45 81002				
Fiscal Procedures Approved:				Date:	03/13/2025

Attachment: Draft Agreement No. 25-45-059-00 with Global Builders Inc.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION
CALL BOX REMOVAL CONTRACT
(“PROJECT”)

1. PARTIES AND DATE.

This Contract is made and entered into this _____ day of _____, _____ by and between the Riverside County Transportation Commission, a California public agency (“Commission”) and Global Builders Inc., a Corporation, (“Contractor”). Commission and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 Commission. Commission is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the Commission on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing call box removal, site restoration and disposal/recycling services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of Commission. The following license classifications are required for this Project: Class A.

2.3 Project Bonds & Certifications. Contractor has obtained, and delivers concurrently herewith, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

3. TERMS

3.1 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto. All Work, as defined below, shall be subject to, and performed in accordance with:

- Work Description/Schedule (Exhibit “A”)
- Special Conditions (Exhibit “B”)
- Contractor’s Certificate Regarding Workers’ Compensation (Exhibit “C”)
- Public Works Contractor Registration Certification
- Fleet Compliance Certification
- Addenda
- Change Orders executed by the Commission
- The Caltrans Encroachment Permit;

- The current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and any other Caltrans Manuals as identified in Exhibit "A";
- The current version Manual for Uniform Traffic Control Devices (MUTCD) California edition;
- Notice Inviting Bids;
- Instructions to Bidders/Invitation to Bid Package;
- Contractor's Bid or Quote; and
- All applicable local, state and federal laws, rules and regulations.

In the case of any conflict between or amongst the foregoing, this Contract shall govern over the attached exhibits and incorporated documents, standards and manuals. Notwithstanding the foregoing, in the case of any conflict in the foregoing, the most stringent requirement shall apply unless otherwise agreed upon in writing by the Commission.

3.2 Contractor's Basic Obligation; Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. Special Conditions, if any, relating to the Work are described in Exhibit "B" attached hereto and incorporated herein by this reference.

3.2.1 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in writing by a valid change order executed by the Commission. If the Parties cannot agree on any change in price required by such change in the Work, the Commission may direct the Contractor to proceed with the performance of the change on a time and materials basis.

3.2.1.1 Should Contractor request a change order due to unforeseen circumstances affecting the performance of the Work, such request shall be made within five (5) business days of the date such circumstances are discovered or shall waive its right to request a change order due to such circumstances.

3.2.1.2 If the Commission directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

3.2.1.2.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;

3.2.1.2.2 By a combination of existing and new unit prices and related quantities for the changed work;

3.2.1.2.3 Time and Materials; or

3.2.1.2.4 By mutual acceptance of a lump sum.

3.2.1.3 For work Contractor performs on a Time and Materials basis at the Commission's direction, the following mark-ups will be added to the cost of labor, materials and equipment:

3.2.1.3.1 Overhead and profit on labor shall be fifteen percent (15%).

3.2.1.3.2 Overhead and profit on materials shall be fifteen percent (15%).

3.2.1.3.3 Overhead and profit on equipment rental shall be ten percent (10%).

3.2.1.3.3 When work is performed by a first tier subcontractor, Contractor shall receive a five percent (5%) markup on subcontractor's total costs of extra work. First tier subcontractor's markup on its Work shall not exceed fifteen percent (15%).

3.2.1.3.3 When extra Work is performed by a lower tier subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier subcontractor's total costs of extra work. Contractor and first tier subcontractors and lower tier subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.

3.2.1.3.3 Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.

3.2.1.3.3 On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.

3.2.1.3.3 The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

3.2.1.4 If the Commission directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, the Commission will make a reasonable adjustment to the Contract Time.

3.2.2 Substitutions/"Or Equal". Reserved.

3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract within 120 working days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the Commission. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction

schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the Commission will suffer damage.

3.3.2 Force Majeure. Neither Commission nor Contractor shall be considered in default of this Contract for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Contract, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Contract. Contractor's exclusive remedy in the event of additional costs or delay covered under this section shall be a non-compensable extension of the Contract Time.

3.3.3 Liquidated Damages. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages the sum of Two Thousand Dollars (\$2,000) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.4 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the Commission, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the Commission to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the Commission, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.5 Control and Payment of Subordinates; Contractual Relationship. Commission retains Contractor on an independent contractor basis and Contractor is not an employee of Commission. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor 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.

3.6 Commission's Basic Obligation. Commission agrees to engage and does hereby engage Contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained. Except as otherwise provided in the Contract, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, Commission agrees to pay Contractor the Total Contract Price of One Hundred Forty-Nine Thousand Nine Hundred Dollars (\$149,900) ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Commission.

3.7.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, Commission will arrange for payment of the Total Contract Price upon completion and approval by Commission of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, Commission will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the Commission an itemized application for payment in the format supplied by the Commission indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the Commission may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the Commission and in such detail and form as the Commission shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.7.3 Prompt Payment. Commission shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.7.4 Contract Retentions. From each approved progress estimate, five percent (5%) will be deducted and retained by the Commission, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.7.5 Other Retentions. In addition to Contract retentions, the Commission may deduct from each progress payment an amount necessary to protect Commission from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the Commission in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by Commission during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Contract; and (11) any other sums which the Commission is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Commission to deduct any of these sums from a progress payment shall not constitute a waiver of the Commission's right to such sums.

3.7.6 Substitutions for Contract Retentions. In accordance with California Public Contract Code Section 22300, the Commission will permit the substitution of securities for any monies withheld by the Commission to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Commission, or with a state or federally chartered bank in California as the escrow agent, and thereafter the Commission shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the Commission has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the Commission.

3.7.7 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the Commission at the time of payment. To the extent that title has not previously been vested in the Commission by reason of payments, full title shall pass to the Commission at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the Commission, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items. Contractor remains fully responsible for all Work and for the care, control and custody of the site until Final Acceptance by the Commission.

3.7.8 Labor and Material Releases. Contractor shall furnish Commission with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by Commission.

3.7.9 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Commission shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Work to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.7.10 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.7.11 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.7.12 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to Commission, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.7.13 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.7.14 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance

requirements under this Contract and applicable law. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Commission. Contractor shall defend, indemnify and hold the Commission, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.8 Performance of Work; Jobsite Obligations.

3.8.1 Water Quality Management and Compliance.

3.8.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.8.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.8.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage Commission, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.8.1.4 Cost of Water Compliance. Storm, surface, groundwater, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, by submitting a Bid, hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

3.8.1.5 **Liability for Non-Compliance.** Failure to comply with the Permit is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the Commission and its officials, officers, employees, volunteers and agents for any alleged violations. In addition, Commission may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.8.1.6 **Reservation of Right to Defend.** Commission reserves the right to defend any enforcement action brought against the Commission for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the Commission for the costs (including the Commission's attorney's fees) associated with, any settlement reached between the Commission and the relevant enforcement entity.

3.8.1.7 **Training.** Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.8.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by Commission, regarding the requirements of the laws, regulations and policies described in paragraph 3.8.1 as they may relate to the Work provided under this Contract. Upon request, Commission will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.8.2 **Safety.** Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the Contract relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

3.8.3 **Laws and Regulations.** Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the Commission in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Commission is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify

and hold Commission, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.8.4 Permits and Licenses. Unless otherwise specified herein, Contractor shall be responsible for paying for and securing permits and licenses necessary to perform the Work described herein, including, but not limited to, any required business license.

3.8.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for Commission's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.8.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify Commission of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by Commission; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, Commission shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.8.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, Commission shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of Commission to provide for removal or relocation of such utility facilities.

3.8.8 Air Quality. Contractor shall comply, and shall ensure all subcontractors comply, with all applicable requirements of the most current version of the regulations imposed by California Air Resources Board (CARB) including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

3.8.8.1 Throughout the Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and its subcontractors' fleets including, without limitation, the Certificates of Reported Compliance (CRC), fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from the Commission.

3.8.8.2 Contractor shall be solely liable for any and all costs associated with compliance with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Commission, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

3.8.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.9 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify Commission in writing and shall furnish all labor and material releases required by this Contract. Commission shall thereupon inspect the Work. If the Work is not acceptable to the Commission, the Commission shall indicate to Contractor in writing the specific portions or items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the Commission. Once the Work is acceptable to Commission, Commission shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which Commission may be authorized or directed by law to retain.

3.10 Claims; Government Code Claim Compliance.

3.10.1 Intent. Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code.

3.10.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the Commission, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the Commission. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Commission and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.10.3 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.10.3.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.10.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

3.10.3.3 Chronology of events and correspondence

3.10.3.4 Analysis of claim merit

3.10.3.5 Analysis of claim cost

3.10.3.6 Time impact analysis in CPM format

3.10.3.7 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq.*

3.10.4 Commission's Response. Upon receipt of a claim pursuant to this Section, Commission shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the public entity issues its written statement.

3.10.4.1 If Commission needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Commission shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.10.4.2 Within 30 days of receipt of a claim, Commission may request in writing additional documentation supporting the claim or relating to defenses or claims Commission may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Commission and the Contractor.

3.10.4.3 Commission's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.10.5 Meet and Confer. If the Contractor disputes Commission's written response, or Commission fails to respond within the time prescribed, the Contractor may so notify Commission, in writing, either within 15 days of receipt of Commission's response or within 15 days of Commission's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Commission shall schedule a meet and confer conference within 30 days for settlement of the dispute.

3.10.6 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, Commission shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after Commission issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with Commission and the Contractor sharing the associated costs equally. Commission and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

3.10.6.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.10.6.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.10.6.3 Unless otherwise agreed to by Commission and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.10.6.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

3.10.7 Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her

written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.10.8 Civil Actions. The following procedures are established for all civil actions filed to resolve claims subject to this Section:

3.10.8.1 Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.10.8.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.10.8.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.10.9 Government Code Claims. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Commission. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Commission. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

3.10.10 Non-Waiver. Commission's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. Commission's failure to respond shall not waive Commission's rights to any subsequent procedures for the resolution of disputed claims.

3.11 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or

be encountered in the prosecution of the Work until the same is fully completed and accepted by Commission. In the event of damage proximately caused by an Act of God, the Commission may terminate this Contract pursuant to Section 3.17.3; provided, however, that the Commission needs to provide Contractor with only one (1) day advanced written notice.

3.12 Indemnification.

3.12.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Commission, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the Commission or the Commission's agents, servants, or independent contractors who are directly responsible to the Commission, or for defects in design furnished by those persons.

3.12.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of Commission's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against Commission or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse Commission for the cost of any settlement paid by Commission or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for Commission's attorney's fees and costs, including expert witness fees. Contractor shall reimburse Commission and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Commission, its officials, employees, agents and authorized volunteers.

3.13 Insurance.

3.13.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the Commission that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Commission that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the Commission to terminate this Contract for cause.

3.13.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or

damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.13.2.1 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 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.

3.13.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: insurance limits to comply with Caltrans requirements as set forth below; (2) *Automobile Liability*: \$2,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

The limits of liability must be at least the values shown in the following table:

Liability Limits				
Total bid	For each occurrence ^a	Aggregate for products/completed operation	General aggregate ^b	Umbrella or excess liability ^c
≤ \$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 ≤ \$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 ≤ \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

^aCombined single limit for bodily injury and property damage.

^bThis limit must apply separately to your work under this Contract.

^cThe umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

3.13.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the Commission to add the following provisions to the insurance policies:

3.13.3.1 General Liability. (1) Such policy shall give the Commission, Caltrans, their officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.13.3.2 Automobile Liability. (1) Such policy shall give the Commission, Caltrans, their officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the Commission, Caltrans, their officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Commission, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.13.3.3 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Commission, Caltrans, their officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.13.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Commission; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Commission, its officials, employees, agents and authorized volunteers.

3.13.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Commission, Caltrans, their officials, employees, agents and authorized volunteers.

3.13.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Commission. Contractor 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 officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial

guarantee acceptable to the Commission guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.13.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the Commission. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.13.7 Verification of Coverage. Contractor shall furnish Commission with original certificates of insurance and endorsements effecting coverage required by this Contract 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, and shall be on forms supplied or approved by the Commission. 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.

3.13.8 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the Commission, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the Commission in writing.

3.13.9 Reporting of Claims. Contractor shall report to the Commission, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.14 Bond Requirements.

3.14.1 Payment Bond. Contractor shall execute and provide to Commission concurrently with this Contract a Payment Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.2 Performance Bond. Contractor shall execute and provide to Commission concurrently with this Contract a Performance Bond in an amount required by the Commission and in a form provided or approved by the Commission. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the Commission.

3.14.3 Bond Provisions. Should, in Commission's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from Commission. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Commission, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the Commission. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the Commission, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory

evidence of such increase to the Commission. If Contractor fails to furnish any required bond, the Commission may terminate the Contract for cause.

3.14.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Commission.

3.15 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Commission of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Commission in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the Commission may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Commission, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Commission by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Commission. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the Commission, the Commission shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor, or its Surety, shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand. Nothing in the warranty or in the this Contract shall be construed to limit the rights and remedies available to the Commission at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

3.16 Employee/Labor Certifications.

3.16.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's 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 Work. A certification form for this purpose,

which is attached to this Contract as Exhibit "C" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.16.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. 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.

3.16.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.17 General Provisions.

3.17.1 Commission's Representative. The Commission hereby designates [***INSERT TITLE***], or his or her designee, to act as its representative for the performance of this Contract ("Commission's Representative"). Commission's Representative shall have the power to act on behalf of the Commission for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the Commission's Representative or his or her designee.

3.17.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the Commission ("Contractor's Representative"). Following approval by the Commission, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the Commission, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the Commission, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the Commission's written approval.

3.17.3 Termination. This Contract may be terminated by Commission at any time, either with or without cause, by giving Contractor three (3) days advance written notice. In the event of termination by Commission for any reason other than the fault of Contractor, Commission shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, Commission may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset Commission's resulting damages, and may pursue any other available recourse against Contractor. In the event this Contract is terminated in whole or in part as provided, Commission may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated or make a claim under the Contractor's Performance Bond. Further, if

this Contract is terminated as provided, Commission may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Commission shall not be liable for any costs other than the charges or portions thereof which are specified herein. Contractor shall not be entitled to payment for unperformed Work including, without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

3.17.4 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from Commission, the matter shall be referred to Commission's Representative, whose decision shall be binding upon Contractor.

3.17.5 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to supply goods, services or materials, Contractor hereby offers and agrees to assign to the Commission 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. Section 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, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the Commission tender final payment to Contractor, without further acknowledgment by the Parties.

3.17.6 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

Global Builders, Inc.
23276 S Pointe Drive
Suite 206
Laguna Hills, CA 92653
Attn: Walid A Timory

COMMISSION:

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor

Riverside, CA 92501
Attn: Executive Director

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.17.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of Commission. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, Commission may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.17.9 Laws and Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in Riverside County, State of California.

3.17.10 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.17.11 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.17.12 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Commission shall have the right to rescind this Contract without liability. For the term of this Contract, no official, officer or employee of Commission, during the term of his or her service with Commission, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom.

3.17.15 Certification of License.

3.17.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.17.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

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

3.17.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.17.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.17.19 Commission's Right to Employ Other Contractors. Commission reserves the right to employ other contractors in connection with this Project or other projects.

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

[SIGNATURES ON NEXT PAGE]

DRAFT

**SIGNATURE PAGE FOR
CALL BOX REMOVAL CONTRACT
BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND [***INSERT CONTRACTOR NAME***]**

IN WITNESS WHEREOF, the Parties have entered into this Contract as of the [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***].

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

GLOBAL BUILDERS, INC.

Approved By:

[If Corporation, TWO SIGNATURES,
President OR Vice President AND Secretary
OR Treasurer REQUIRED]

Aaron Hake
Executive Director

By: _____

Approved as to Form:

Its: _____

Best Best & Krieger LLP
General Counsel

Printed Name: _____

By: _____

Its: _____

Printed Name: _____

DRAFT

EXHIBIT "A"

SCOPE OF WORK / SCHEDULE

[TO BE INSERTED FROM IFB]

DRAFT

EXHIBIT "B"

SPECIAL CONDITIONS

2024 Caltrans Standard Specifications Section 7.1.03 Public Convenience, and Section 7.1.04 Public Safety are incorporated into this Contract as if fully set forth herein.

[INSERT ANY ADDITIONAL SPECIAL CONDITIONS FROM IFB]

DRAFT

EXHIBIT "C"

**CERTIFICATION
LABOR CODE - SECTION 1861**

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

GLOBAL BUILDERS, INC.

By: _____
Signature

Name (Print)

Title (Print)

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AGENDA ITEM 10

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	March 24, 2025
TO:	Budget and Implementation Committee
FROM:	Andrew Sall, Senior Management Analyst, Legislative Affairs Tyler Madary, Legislative Affairs Manager
THROUGH:	David Knudsen, Deputy Executive Director
SUBJECT:	State and Federal Legislative Update

STAFF RECOMMENDATION:

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

- 1) Receive and file a state and federal legislative update.
- 2) Adopt the following bill position:
 - a) AB 334 (Petrie-Norris)—Support.

BACKGROUND INFORMATION:

State Update

Members of the Legislature introduced 2,350 bills ahead of the February 21 bill introduction deadline, an increase of more than 250 bills from 2024. RCTC staff are reviewing legislation and will continue to monitor for opportunities to weigh in on bills pertinent to the Commission’s priorities.

Assembly Bill 334 (Petrie-Norris) Staff Recommendation – Support

Staff recommend RCTC support Assembly Bill (AB) 334 by Assemblymember Cottie Petrie-Norris (Irvine). AB 334 will enable the future participation of toll operators in California, including RCTC, in a national interoperability program. National interoperability would allow toll customers to seamlessly access toll facilities in participating states while using their home toll account. Currently, Colorado, Florida, and Texas are interoperable. Additionally, a National Interoperability Working Group has been working to establish toll interoperability nationwide. While intrastate interoperability exists between toll operators in California, allowing toll customers to access any toll facility in the state utilizing their FasTrak account, state law limits the sharing of toll customer data that would be necessary for interstate interoperability.

As a result of these limitations, California’s toll operators currently must contact the Department of Motor Vehicles in a given state to retrieve the information of an out-of-state driver who used a California toll facility. This process is burdensome and requires significant time and resources

for California toll operators and often leads to unnecessary penalties on drivers that otherwise could be avoided. AB 334 enables future participation of California toll operators and customers in a national interoperability program, allowing a streamlined toll collection process for toll operators while enhancing service to customers.

Supporting this legislation is consistent with the Commission's adopted 2025 State and Federal Legislative Platform, including:

Tolling and Managed Lanes

- Support legislation that ensures the full and accurate capture of toll revenues, to protect the Commission's debt and congestion management obligations.
- Engage in legislation regarding privacy laws to ensure an appropriate balance between customer privacy, public safety, financial obligations, and practical operations is reasonably met.
- Engage in legislation and monitor administrative policies relating to interoperability of business practices of tolled facilities statewide, regionally, and nationally, in order to ensure technical feasibility, efficient and effective operations, cost reasonableness, and customer satisfaction.

Federal Update

On March 11, Steven Bradbury was confirmed as the Deputy Secretary at the U.S. Department of Transportation. Prior to his confirmation as Deputy Secretary, Bradbury formerly served as the agency's general counsel. Additionally, Sean McMaster, who currently serves as the Deputy Chief of Staff at the U.S. Department of Transportation, was nominated as Administrator for the Federal Highway Administration on March 11. Mr. McMaster will need to be confirmed by the Senate.

Fiscal Year 2025 Appropriations

As of the writing of this report, Congress had yet to approve Fiscal Year (FY) 2025 appropriations legislation. With the Continuing Resolution funding the federal government expiring at midnight on March 14, the House of Representatives approved a Continuing Resolution to fund the federal government through September 30. However, the proposal has yet to be considered by the Senate. Notably, the proposal approved by the House of Representatives did not include Community Project Funding (CPF)/Congressionally Directed Spending (CDS) requests for FY 2025, including RCTC's applications for \$4 million for the 91 Eastbound Corridor Operations Project from Representative Young Kim, \$3 million for the I-15 Express Lanes Project Southern Extension from Representative Ken Calvert, and \$850,000 for the Metrolink Double Track Project: Moreno Valley to Perris from Representative Mark Takano. Should the Senate also approve the Continuing Resolution as passed by the House, earmark requests for FY 2025 will not be funded.

Fiscal Year 2026 Appropriations

Looking ahead to the FY 2026 appropriations process, staff await details regarding the CPF/CDS process. While formal guidance from the Senate and House Appropriations Committees has not been released as of the writing of this report, several congressional offices have indicated application forms will be released imminently. RCTC staff anticipate a shortened timeline to prepare CPF/CDS applications and are preparing accordingly.

FISCAL IMPACT:

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