



SPECIAL MEETING AGENDA

Toll Policy and Operations Committee

Time: 10:00 a.m.

Date: October 21, 2024

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

COACHELLA VALLEY ASSOCIATION OF GOVERNMENTS
73-710 Fred Waring, Suite 214
Palm Desert, CA 92260

COMMITTEE MEMBERS

Clint Lorimore, **Chair** / Todd Rigby, City of Eastvale
Brian Berkson, **Vice Chair** / Guillermo Silva, City of Jurupa Valley
Jeremy Smith / Jennifer Dain, City of Canyon Lake
Dana Reed / Donna Griffith, City of Indian Wells
Michael M. Vargas / Rita Rogers, City of Perris

STAFF

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

AREAS OF RESPONSIBILITY

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

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

www.rctc.org

SPECIAL MEETING AGENDA*

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

10:00 a.m.

Monday, October 21, 2024

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

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- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENTS** – *Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration. Each individual speaker is limited to speak three (3) continuous minutes or less.*
- 5. ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*

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

6A. APPROVAL OF MINUTES – JUNE 24, 2024

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

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Overview

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

- 1) Award Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the Express Lanes Facilities for a six-year term in the amount of \$5,300,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

8. **91 EXPRESS LANES MEDIAN BARRIER WALL REPLACEMENT**

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Overview

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

- 1) Award Agreement No. 25-31-002-00 to Splice Construction Co for the 91 Express Lanes median barrier wall replacement in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

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

10. **EXECUTIVE DIRECTOR REPORT**

11. **COMMISSIONER COMMENTS**

Overview

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

12. **ADJOURNMENT**

AGENDA ITEM 6A

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

TOLL POLICY AND OPERATIONS COMMITTEE SPECIAL MEETING MINUTES

Monday, June 24, 2024

1. CALL TO ORDER

The meeting of the Toll Policy and Operations Committee was called to order by Chair Clint Lorimore at 11:01 a.m. in the March Field Conference Room at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California 92501.

2. ROLL CALL

Members Present

Brian Berkson
Clint Lorimore
Jeremy Smith
Dana Reed
Michael M. Vargas

*Arrived after the meeting was called to order.

Members Absent

3. PLEDGE OF ALLEGIANCE

Vice Chair Brian Berkson led the Toll Policy and Operations Committee in a flag salute.

4. PUBLIC COMMENTS

Brad Anderson, city of Rancho Mirage resident, appreciates the satellite locations but expressed concern for over usage and the posting of agendas. He referred to the process of having the toll cameras used for license plate reader type technology for traffic issues it is not a discussion item but is concerned about the limitation of such a program and how it may affect other drivers on the road if something were to happen or if there were some kind of police encounter.

5. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

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

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

7. EXPRESS LANES ROAD PAVEMENT ANALYSIS SERVICES

Reinland Jones, Toll Technology Manager, presented an update for the pavement analysis services for the express lanes road, highlighting the following:

- Photos depicting the 91 Express Lanes pavement history
- The Pavement analysis – A summary of the preliminary findings and photos from specialized equipment
- Pavement analysis scope of work
- Procurement process
- Kimley-Horn cost breakdown

In response to Vice Chair Berkson's question if they could utilize this data and determine if other sections come 2030 are in good shape and do not need the full removal and replacement, Reinland Jones replied they will take that into consideration and provide this data to their team that will be doing the 2030 replacement.

Jennifer Crosson, Toll Operations Director, asked if David Thomas, Toll Project Delivery Director, wanted to speak on this since he is leading the full pavement replacement.

David Thomas stated for the 91 it is highly unlikely any of the pavement has any long-term value they will be looking at full replacement so that will take RCTC to the end of their leased plan.

In response to Vice Chair Berkson's question, David Thomas replied for the 91 most of this pavement was installed in the 90s for a high occupancy vehicle (HOV) lane. The 91 Capital Improvement Project (CIP) came in widened the outside and gave Caltrans new pavement on the outside but used the existing pavement for the express lanes and the median.

Jennifer Crosson stated this was part of the financial plan for the 91 Express Lanes as the financial model anticipated this in 2030.

Commissioner Jeremy Smith stated that \$1 million difference on the bid is substantial.

Reinland Jones replied they evaluated each proposal both firms had comparable staffing and equipment in the local area staff believes it comes down to the tools they are using as one firm may have a much more efficient way to perform the analysis.

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

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

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

8. 91 EXPRESS LANES OCCUPANCY DETECTION SYSTEM CHANGE ORDER AND RESOLUTION FOR OCCUPANCY CORRECTION FEE

Jennifer Crosson presented the occupancy detection system (ODS) for the 91 Express Lanes, highlighting the following areas:

- Express Lanes performance goals
- Performance improvement options
- Congestion pricing
- Eastbound performance – Prior to the northbound connector and addition of second lane to McKinley exit
- Eastbound performance – After northbound connector and second lane at McKinley exit
- Westbound performance (5 AM to 9 AM)
- Westbound hourly volumes for the westbound peak periods
- Improvement options
- ODS challenges
- Occupancy detection system
- Sample images from the ODS where there were not three or more occupants
- Revenue estimates
- Estimated return on investment

Jennifer Crosson asked the Commissioners if they want to discuss the ODS or move on to the discounts portion of the presentation.

Vice Chair Berkson stated he had recalled one thing being most difficult is to see through dark tinted windows in vehicles and rear facing car seats with infants and asked how this technology addresses that.

Jennifer Crosson replied that it does not and that is why the estimates are they will only be able to capture about 30 percent of them, they have not found technology that is any better and wanted to take the next step to do something.

In response to Vice Chair Berkson's clarification there was a \$3 million per year recoup of lost revenue yet that would be 36 months to get the \$9 million back of expenses but staff is saying 13 months, Jennifer Crosson replied 13 months.

In response to Chair Berkson's question where the other revenue came from, Jennifer Crosson replied they are losing \$13 million in toll revenue, they are going to get \$3 million plus the \$2.6 million in the \$5 fee so that \$5.6 million will pay back the \$5 million implementation costs within about a year then they will be adding revenue. There will be seasons when it is higher and seasons when it is lower to keep it cost effective, they are letting the AI do its work and then they are manually confirming those.

Vice Chair Berkson stated if the ODS is implemented, and they get 30 percent of vehicles off it there are those vehicles with dark tinted windows could they engage the California Highway Patrol

(CHP) who patrol for RCTC to pull over people in the HOV3+ lane to verify there are three people in the vehicle.

Steve DeBaun, Legal Counsel, requested to stay away from that discussion at this point.

Jennifer Crosson stated they will have plates of these vehicles so they can start looking for them on other days if the AI did not pick them out.

In response to Commissioner Michael Vargas' question where the CHP will be able to safely pull the vehicle over for a traffic stop, Jennifer Crosson replied the 91 has CHP pull outs and they have a place to sit as well.

In response to Commissioner Smith's question if there were examples of photos of cars with tinted windows, Reinland Jones replied this technology does a much better job at being able to see through vehicles with tint it just does not capture the ones with 5 percent tint. They do not have examples of photos here and he then discussed when they did the original analysis.

Commissioner Smith clarified as part of this discussion that should be one of the priorities with the vendors is to give that example to the agency, so they know what technology is capable of if that is truly the problem is the tinted windows concept.

Reinland Jones replied that was part of their evaluation when they were looking at this potential solution and staff preferred it in terms of its quality and ability.

Jennifer Crosson stated this was very much a partnership with the vendors and staff is pleased that Kapsh TrafficCom (Kapsh) was able to bring them in under their contract and integrate this into their work. Part of this cost being done is for the Kapsch work and if they want to bring it forward to the Interstate 15 Express Lanes the cost will be much more reduced since they have paid for the system transaction correlation piece.

Aaron Hake, Executive Director, asked what ability they have if they move forward with this to refine technology as the years go on.

Reinland Jones replied as Jennifer Crosson stated they work closely with their vendor. During the time of their pilot staff gave them some initial feedback and they went out and replaced some of the equipment and that is when staff noticed seeing through tinted vehicles had increased. This contract includes a maintenance plan for staff to continually provide feedback to the vendor and for them to continually demonstrate new abilities with their technologies.

Commissioner Reed asked if this vendor is doing business with other toll agencies in California so they can see their results and since the 91 is a multicounty toll lane is RCTC giving any consideration to joint venturing with Orange County.

Reinland Jones replied they do not currently have a system in California and a lot of the other agencies are interested in hearing about the results of this deployment. This vendor has deployed the ODS in multiple countries, one just went out January 2024 in France and in Indianapolis they have a few deployments in the U.S. where they were able learn from. RCTC staff has engaged Orange County Transportation Authority (OCTA) throughout the entire process they have not decided to move forward as they have other priorities with some of their projects.

Jennifer Crosson stated the occupancy detection has not been implemented in California. She discussed their relationship with OCTA and how RCTC brings OCTA staff in when talking about the business rules, concepts, and integration with their joint operator Cofiroute USA. She explained how the costs with Cofiroute would be shared if OCTA were to decide to do it on the 91.

Aaron Hake stated this committee, and this Commission is on the cutting edge and this committee will push staff to come up with solutions on this issue. They cannot build on pavement this system has been piloted and tested for over a year it is more than adequate to go live on a permanent basis and to continue to refine it.

Chair Lorimore asked about the arrival of the \$5 administration fee if it covers the administration costs and the disputes related to this.

Jennifer Crosson replied that the operations and maintenance (O&M) costs are \$550,000 plus the cost to look and verify the images so the \$5 covers those O&M costs. She had touched on the disputes part of the Cofiroute change order and explained how they can go online to dispute a toll. They have allowed for up to \$125,000 for that it is \$4.30 per dispute they have negotiated with Cofiroute to do this, and staff will also review all the disputes. She referred to the last few slides of the presentation and stated staff is looking for feedback on changing the westbound discount from 100 percent to 50 percent during the peak periods. This has been discussed with OCTA and they understand that RCTC needs to do it, but OCTA is not.

Vice Chair Berkson stated being against doing that since there are the ZEV vehicles that use any tolls for free until September 2025 and any veteran can apply and use the toll lanes for free. The point of the HOV3+ was to move carpools back and forth from Orange County to Riverside County, it is difficult to decipher for a driver to understand two separate counties billing separately especially if one has a policy where it is 50 percent discount, and the other is free during that same specific hour. He suggested if they did install something like this to wait until after the ZEV vehicles falls off in September 2025.

In response to Commissioner Vargas' question if they transition into OCTA's HOV3+ lanes, Jennifer Crosson replied it is eight miles in RCTC's lanes and then there is that big ingress egress and then they would continue to drive through.

Steve DeBaun replied OCTA provides a similar discount to similar times to what RCTC provides.

Jennifer Crosson replied today yes.

Commissioner Vargas concurred with Vice Chair Berkson's comments as the discounts needs to be consistent.

Steve DeBaun stated the toll policy between the two agencies is discussed together so both OCTA and RCTC have the same policies.

Jennifer Crosson clarified that they have separate toll policies.

Commissioner Vargas clarified he is talking about fees here not policies so if they are charging \$5 then they should stay with \$5 for the next one.

Commissioner Smith concurred with Vice Chair Berkson's and Commissioner Vargas' comments that Orange County and Riverside County has got to be connected.

Commissioner Reed thanked staff for doing this as they have been discussing this for a few years. He expressed concern to see people cheating on the HOV Lanes and on the FasTrak Toll Lanes, and for passing this onto the full board for consideration as RCTC should be talking more closely with OCTA and making this a 91 decision. He stated if OCTA and RCTC could combine to agree on RCTC deploying the pilot then they are not all by their selves because if it does not work, they will be severely criticized and would like to see if they can work this out in the near future.

Chair Lorimore clarified with Commissioner Reed which portion he was talking about as they are on the second portion of this.

Commissioner Reed replied he is referring to the \$5 million to verify the number of people in the cars and as far as free tolls are concerned there should be no free tolls, but they do have state law that is required, and they will and must comply. If they are providing a public service, then people should pay for it.

Aaron Hake thanked the Commissioners for all their comments. There is risk with being the first do something however they have piloted this as the technology was out there for six months so there is proof of concept. He concurred for wanting to make sure they coordinate with OCTA, so the traveler has the same experience driving on the 91 corridor. On this issue about ODS he does not see OCTA being as motivated as RCTC is to solve this problem in the future due to that two-mile backup that occurs at their westbound entrance and when they get to the Orange County line there is no bottleneck so there really is no problem for OCTA to resolve immediately. Staff can talk to OCTA and bring them along, but this is the first year OCTA is implementing the 405 project and that is where their resources are right now.

Vice Chair Berkson stated they could notify OCTA that from 4:00 p.m. to 8:00 p.m. traveling from Orange County getting from State Route 55 onto the toll onto the 91 or from the 91 to 91 and heading eastbound up to their toll plaza runs at like 20 mph and it is backed up the whole way Monday through Friday. If OCTA experiences the same violations, then this would pertain to them, so if they got RCTC to share the cost with OCTA for design and implementation RCTC can pay for the installation of the cameras in Riverside County and then it keeps everything the same.

Commissioner Smith stated to table the discount for HOV3+ but go forward with this ODS as six months is a lot of time to test and this is what this group needs to do, they are leading the charge on it and others will follow if they are successful. Commissioner Smith then made the motion.

Commissioner Vargas seconded the motion.

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

- 1) Authorize Change Order No. 036 to the Kapsch TrafficCom Agreement No. 16-31-043-00 for installation, operations and maintenance of the lane system Occupancy Detection System (ODS) in the amount of \$7,788,289;**

- 2) **Authorize Change Order No. 07 to the Cofiroute USA Agreement No. 19-31-059-00 for the enforcement of the Occupancy Detection System in an amount not to exceed \$642,953; and**
- 3) **Adopt Resolution No. 24-004, “Regarding the Revised 91 Express Lanes Transponder and Customer Account Plan Fee Policies.”**

Vice Chair Berkson clarified if they tabled the ODS and asked staff to bring it back to their next meeting to give staff time to reach out to OCTA or if they have already reached out.

Jennifer Crosson replied yes, OCTA’s in road toll system on their end is the same contractor but it is OCTA’s version of the system that is newer, so they are still working on their implementation. RCTC would be waiting a few years before they are ready to implement.

Reinland Jones stated OCTA has additional entry detection gantries they are installing later this year so their priority is to get the full system up and running first and to make sure it is accurate so it will be a while before they are able to engage in this.

Commissioner Reed asked what the motion was.

Commissioner Smith replied the recommendation is to hold off on the discount conversation for now but to move forward with the ODS as recommended by staff.

Jennifer Crosson clarified the discount portion is not part of this action.

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

Anthony Parada, Senior Management Analyst, provided an overview for the agreement with CHP for the express lanes enforcement.

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

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

Commissioner Reed stated he is very supportive of it.

In response to Chair Lorimore’s question how the working relationship with the CHP on this is, Jennifer Crosson discussed their relationship with the CHP and when the CHP is there in the morning if there is an accident they quickly clear it which saves time and

money. Staff's relationship with Caltrans and the CHP for their regular maintenance is outstanding that requires a great deal of attention because they have a lot of people on foot working.

In response to Vice Chair Berkson's clarification the CHP is the only agency allowed to monitor freeways, Jennifer Crosson replied correct.

At this time, Commissioner Smith left the meeting.

10. ITEM(S) PULLED FROM THE CONSENT CALENDAR

There were no items pulled from the Consent Calendar.

11. EXECUTIVE DIRECTOR REPORT

There were no reports from the Executive Director.

12. COMMISSIONER COMMENTS

There were no comments from the Commissioners.

13. ADJOURNMENT

There being no further business for consideration, Chair Lorimore adjourned the meeting at 12:04 p.m. to the next Toll Policy and Operations Committee meeting.

Respectfully Submitted,

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

Lisa Mobley
Administrative Services Director/
Clerk of the Board

AGENDA ITEM 7

RIVERSIDE COUNTY TRANSPORTATION COMMISSION	
DATE:	October 21, 2024
TO:	Toll Policy and Operations Committee
FROM:	Andrew Hedy, Toll Systems Engineer
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	On-Call Pavement Maintenance Services for the Express Lanes Facilities

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the Express Lanes Facilities for a six-year term in the amount of \$5,300,000; and
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The 91 Express Lanes, constructed in 2017, were built on pavement with a service life ending in 2030. The financial plan for the 91 Express Lanes includes the cost for a complete replacement of the 91 Express Lanes pavement in 2030. The heavy rains over the past few years, construction of the 15/91 Express Lanes Connector, construction of the 71/91 connector and other projects in the area have shortened the pavement life in some sections of the 91 Express Lanes requiring replacement sooner than the planned 2030 timeframe.

The 2030 full pavement replacement project planning is underway, but the Express Lanes require pavement maintenance until that time to provide safe travel for Express Lanes customers. The Commission contracts with Caltrans for maintenance of the Express Lanes, but Caltrans has indicated that they do not have the resources to perform the slab replacements. Caltrans has been performing temporary pavement repairs on the 91 Express Lanes in increasing occurrences. Under the Commission’s Express Lanes maintenance contract with Caltrans, two full-time positions are being funded to allow for daily monitoring of the 91 Express Lanes pavement and rapid response for repairs.

The 15 Express Lanes were built with new pavement and asphalt and in contrast to the 91 Express Lanes are requiring much less pavement repair and maintenance.

At its July 2024 meeting, the Commission awarded a contract with Kimley Horn and Associates (Kimley Horn) to perform a comprehensive pavement analysis. At that time, staff reported that a pavement maintenance contractor will be required to perform the actual slab replacements.

DISCUSSION:

The pavement analysis contract with Kimley Horn is intended to support the Commission’s Express Lanes comprehensive pavement maintenance and repair program. Kimley Horn is scoped to perform biennial pavement surveys beginning in 2024. The 2024 pavement analysis for the 91 Express Lanes and 15 Express Lanes is underway. The analysis will identify sections of the roadway that require repair and rehabilitation and will serve as the basis for planning and budgeting and scheduling the necessary pavement replacement and repairs.

In order to perform pavement repair and replacement beyond those which Caltrans can provide under their maintenance contract, it is necessary for the Commission to contract with a firm that can provide those services. Staff with the assistance of our consultant, HNTB, prepared a scope of work ranging from small pavement repair to the replacement of entire slabs in a manner consistent with the Caltrans Construction Manual. The scope of work is comprehensive in that it includes the removal of existing pavement, maintenance of traffic, replacing channelizers and striping and coordination with Caltrans and the Commission. The scope of work includes work windows for performing the work in off peak traffic hours to minimize the disruption to the Express Lanes operation.

Upon receipt of the pavement analysis, staff will issue a task to the awarded pavement contractor for evaluation. Based on previous analysis of the pavement and analysis from Caltrans Maintenance, the projected pavement cost is anticipated to be greater in the first year of the contract. Preliminary evaluations indicated that approximately 128 slabs on the 91 Express Lanes require near term replacement. The Express Lanes pavement repair and replacement budget reflects a reduced budget in the later years of the contract in anticipation of the 2030 full pavement replacement. These amounts have been included in the Express Lanes Repair and Rehabilitation budget for which funds have been reserved according to our bond indentures. As a result, the funds have been set aside for this work.

Projected Pavement Budget	
2024-25	\$ 1,500,000
2025-26	\$ 1,000,000
2026-27	\$ 1,000,000
2027-28	\$ 500,000
2028-29	\$ 800,000
2029-30	\$ 500,000
Total	\$ 5,300,000

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 on-call pavement

maintenance services for the express lanes facilities as set forth under the terms of the Request for Proposals (RFP) No. 24-31-089-00.

RFP No. 24-31-089-00 for on-call pavement maintenance services for the express lanes facilities was released by staff on June 20, 2024. The RFP was posted on the Commission’s PlanetBids website, which is accessible through the Commission’s website. Through the PlanetBids site, 27 firms downloaded the RFP; seven of these firms are located in Riverside County. A pre-proposal conference was held on June 27, 2024, and attended by one firm. Staff responded to all questions submitted by potential proposers prior to the July 11, 2024, clarification date. One firm – Granite Construction Company (Ontario, CA) – submitted a proposal prior to the 2:00 p.m. submittal deadline on July 25, 2024. Utilizing the evaluation criteria set forth in the RFP, the proposal was evaluated and scored by an evaluation committee comprised of Commission staff.

Since staff received one proposal, it reviewed the solicitation specifications for undue restrictiveness and surveyed potential sources that chose not to submit a proposal. Reasons for not submitting a proposal included lacking personnel to complete the work, and insufficient time to submit a proposal by the proposal deadline due to their current workload. Staff concluded that the requirements listed in the scope of work and other terms and conditions were not unnecessarily or excessively restrictive, an adequate opportunity to compete was provided, and factors other than the solicitation were responsible for the receipt of one proposal.

As a result of the evaluation committee’s assessment of the written proposals, the evaluation committee recommends contract award to Granite Construction Company to perform the pavement maintenance services for a six-year term, in the amount not to exceed \$5,300,000, as this firm was determined qualified to perform the work outline in the scope of service. Contingency work, which will be subject to Executive Director or designee approval, includes additional service needs.

The total price is presented in the following table.

Firm	Price
Granite Construction Company	\$5,300,000


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

STAFF RECOMMENDATION:

Pavement maintenance is an important part of the Express Lanes on-going maintenance program. Staff recommends the award of Agreement No. 24-31-089-00 to Granite Construction Company for the on-call pavement maintenance services for the express lanes facilities for a six-year term in the amount not to exceed of \$5,300,000.

FISCAL IMPACT:

The Fiscal Year 2024/25 budget includes the required amount for on-call pavement maintenance services for the Express Lanes Facilities for the first year. The funding source is both Interstate 15 and State Route 91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25 FY 2025/26+	Amount:	FY 2024/25: \$1,500,000 FY 2025/26+: \$ 3,800,000
Source of Funds:	91 and 15 Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009103 81301 00000 0000 591 31 81301 \$4,800,000 001503 81301 00000 0000 515 31 81301 \$500,000				
Fiscal Procedures Approved:				Date:	10/14/2024

Attachment: Draft Agreement No. 24-31-089-00 with Granite Construction Company

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**CONTRACT FOR ON-CALL
PAVEMENT MAINTENANCE WORK ON 15 EXPRESS LANES AND 91 EXPRESS
LANES IN RIVERSIDE COUNTY**

1. Parties and Date.

This Contract is made and entered into this ____ day of _____, 2024 by and between the Riverside County Transportation Commission, a public agency of the State of California (“Commission”) and Granite Construction Company (“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 services, on an on-call basis, as 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 pavement maintenance work and related work identified in the attached Exhibit “A” 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: California General Building Contractor License A.

2.3 Project. Commission desires to engage Contractor to render such services for Pavement Maintenance Work on the 15 Express Lanes and 91 Express lanes in Riverside County (“Express Lanes”) on an on-call basis. Work shall be ordered by task order(s) to be issued, agreed upon and authorized pursuant to this Agreement (“Task Order”) for future projects as set forth herein and in each Task Order (each such project shall be designated a “Project” under this Agreement).

2.4 Project Documents & Certifications. Contractor shall obtain and deliver, prior to commencing work on any Task Order, a performance bond, a payment bond, and all insurance documentation, as required by the Contract.

TERMS

3. Contract Documents; Scope of Work

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 (“Contract Documents”):

- Scope of Work (Exhibit “A”)
- Compensation Rates (Exhibit “B”)
- Payment Bond (Exhibit “D”)
- Addenda
- Change Orders executed by the Commission
- Current version of Caltrans Standard Specifications, and Revised Standard Specifications (Excluding Division 1) and all other Caltrans Manuals as identified in Exhibit “A”
- Current version Manual for Uniform Traffic Control Devices (MUTCD) California edition

In the case of any conflict between or amongst portions of the Contract Documents, this Contract shall govern over the attached exhibits and incorporated standards and manuals. Notwithstanding the foregoing, in the case of any conflict in the Contract Documents, 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 described in each Task Order (hereinafter sometimes referred to as the “Work”) for a Total Task Order Price as specified in the relevant Task Order.

3.2.1 The Scope of Work attached as Exhibit “A” generally describes the pavement maintenance work and other related work that may be required under this Contract. The Work shall be more specifically described in each Task Order. No Work shall be performed unless authorized by a Task Order. All Work shall be subject to, and performed in accordance with, this Contract, the relevant Task Order, the above referenced documents, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

4. Task Orders; Commencement of Work. Work under this Contract shall be requested by the Commission pursuant to Task Order requests. If Commission accepts Contractor’s Task Order proposal, Commission shall issue a purchase order or executed task order for the Work (“Commission’s Task Order Authorization”). Contractor’s agreement to the final terms of a proposed Task Order, Commission’s Task Order Authorization and Contractor’s commencement of the Work shall indicate the Parties’ agreement to the terms of the relevant Task Order.

Contractor shall commence Work under a Task Order within five (5) days of receiving Commission's Task Order Authorization, unless otherwise specified in the Task Order or Notice to Proceed.

5. Change Orders. Changes to the Task Order Time (as defined in Section 6) or Total Task Order Price of any Task Order shall be in the form of a written Change Order, either signed by both Parties or issued unilaterally by the Commission. No adjustment shall be made to the Task Order Time set forth in a Task Order unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Task Order Time or the Total Task Order Price established in a Task Order. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the Commission for the purpose of determining the additional costs or the impact of any delay. If the change involves Work proposed at a unit price, then the Total Task Order Price shall be increased at the unit price. If there is no unit price, then the Total Task Order Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of not to exceed fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

5.1.1 Changes Ordered By Commission. Commission may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Task Order Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

5.1.2 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Task Order Time or the Task Order Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

6. Period of Performance. Contractor shall perform and complete all Work under each Task Order Contract within the timeframe set forth under the Task Order beginning the effective date of the Notice to Proceed for the relevant Task Order ("Task Order Time").

Contractor shall perform its Work in strict accordance with any completion schedule, work schedule or project milestones developed by the Commission for a Task Order.

6.1 Contractor agrees that if such Work is not completed within the Task Order Time and/or pursuant to any such completion schedule, work schedule or project milestones developed for a Task Order, it is understood, acknowledged and agreed that the Commission will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the Commission as fixed and liquidated damages the sum set forth in the relevant Task Order per day for each and every calendar day of delay beyond the Task Order Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the relevant Task Order.

6.2 In addition to the above, Work within the Express Lanes will require a closure of the Express Lanes and submission of a closure request form. Late reopening of the Express Lanes or Work that is not within an approved closure window shall be subject to late reopening charges. The requirements for submission of the closure request form, and the amounts and timing for assessment of late reopening charges are further detailed in Exhibit "A" to this Agreement.

7. 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. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work 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 Work, including any required business license, and that such licenses and approvals shall be maintained throughout the term of this Contract. 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.

7.1 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.

8. Commission's Basic Obligation. Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. 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.

9. Compensation and Payment.

9.1.1 Amount of Compensation. The total amount payable by Commission for each Task Order shall be set forth in the relevant Task Order ("Task Order Price"), and shall be subject to adjustment only pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the Commission. A breakdown of the Total Task Order Price shall be attached to each Task Order. As applicable, the compensation rates attached to this Contract as Exhibit "B" shall be the basis for negotiation of each Task Order.

9.1.2 Payment of Compensation. If the Work under a Task Order is scheduled for completion in thirty (30) or less calendar days, Commission will arrange for payment of the Total Task Order 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 or a format acceptable to 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 allowable expenses involved in order to provide a basis for determining the amount of progress payments.

9.1.3 Prompt Payment. Commission shall review and pay all progress payment requests within forty five (45) days of receipt of an approved invoice. 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.

9.1.4 Other Retentions. The Commission may deduct from each progress payment an amount necessary to protect Commission from loss because of: (1) 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; (2) defective Work not remedied; (3) stop notices as allowed by state law; (4) unsatisfactory prosecution of the Work by Contractor; (5) unauthorized deviations from the Contract; (6) 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; (7) erroneous or false estimates by Contractor of the value of the Work performed; (8) any sums representing expenses, losses, or damages as determined by the Commission, incurred by the Commission for which Contractor is liable under the Contract; (9) reasonable doubt that the Work can be completed for the unpaid balance of the Total Task Order Price; (10) 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.

9.1.5 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.

9.1.6 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.

10. 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 if the total compensation is \$25,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlse/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the offices of the Commission. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall

post copies at 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.

10.1 Apprenticeable Crafts. If 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.

10.2 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.

10.3 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 him or her 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.

10.4 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.

10.5 Labor Compliance; Stop Orders. Contractor acknowledges that it is aware that 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.

11. Performance of Work; Jobsite Obligations.

11.1 Water Quality Management and Compliance.

11.1.1 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.

11.1.2 Compliance with the Statewide Construction General Permit. To the extent applicable, 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 work 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 work 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.

11.1.3 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.

11.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during progress 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.

11.1.5 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.

11.1.6 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.

11.1.7 Training. In addition to the standard of performance requirements set forth in paragraph 3.4, 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 Agreement. Upon request, Commission will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

11.2 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 specifications 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. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

11.3 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 Commission, 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 of Commission 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.

11.4 Permits and Licenses. Contractor shall be responsible for securing any permits and licenses necessary to perform the Work described herein, and not provided by Commission, including, but not limited to, any required business license. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

11.5 Trenching Work. If the Contract value 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.

11.6 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.

11.7 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify Commission against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

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

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 subcontractors' Fleet including, without limitation, the Certificate(s) of Reported Compliance (CRCs), 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.

Contractor shall be solely liable for any and all costs associated with complying 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.

11.7.1 Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, 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); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Regional Water Quality Control Board; the Commission's 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.

11.7.2 Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or Commission to penalties, fines, or additional regulatory requirements. 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, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the Commission, its officials, officers, agents, employees or authorized volunteers.

11.7.3 Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. 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 this Section as they may relate to the Services provided under this Agreement. Upon request, Commission will provide Contractor with a list of training programs that meet the requirements of this paragraph.

11.8 Completion of Work. When Contractor determines that it has completed the Work required under a Task Order, 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 reinspection by the Commission. Once the Work is acceptable to Commission, Commission shall pay to Contractor the remaining sums to be paid under the applicable Task Order, less any amount which Commission may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

12. Claims; Government Code Claim Compliance.

12.1 Intent. Effective January 1, 1991, 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 claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

12.2 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. 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.

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

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

12.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other
- (F) Chronology of events and correspondence
- (G) Analysis of claim merit
- (H) Analysis of claim cost
- (I) Time impact analysis in CPM format

12.3.3 If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, if any, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

12.3.4 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.*

12.4 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.

12.4.1 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.

12.4.2 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.

12.4.3 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.

12.5 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.

12.6 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.

12.6.1 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.

12.6.2 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.

12.6.3 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.

12.6.4 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.

12.7 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.

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

12.8.1 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.

12.8.2 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.

12.8.3 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.

12.9 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.

12.10 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.

12.11 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 under a Task Order, 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, as defined by Section 7105 of the Public Contract Code, 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.

13. Indemnification and Insurance; Payment and Performance Bonds.

13.1 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 Work, 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.

13.2 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.

13.3 Insurance.

13.3.1 Time for Compliance. Contractor shall not commence Work under any Task Order 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.

13.3.2 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:

13.3.2.1 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.

13.3.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$5,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$5,000,000 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.

13.3.3 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:

13.3.3.1 General Liability. (1) Such policy shall give the Commission, its 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, its 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.

13.3.3.2 Automobile Liability. (1) Such policy shall give the Commission, its 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, its 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.

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

13.3.3.4 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.

13.3.4 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, its officials, employees, agents and authorized volunteers.

13.3.5 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.

13.3.6 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.

13.3.7 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.

13.3.8 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.

13.3.9 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.

13.4 Bond Requirements.

13.4.1 Payment Bond. Contractor shall execute and provide to Commission a Payment Bond in an amount required by the Commission and in a form provided or approved by the Commission for each Task Order. No payment will be made to Contractor until the bond has been received and approved by the Commission.

13.4.2 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. If the Task Order 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.

13.4.3 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.

14. Warranty. Contractor warrants all Work under a Task Order (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 shall be obligated to fully reimburse the Commission for any expenses incurred hereunder upon demand.

15. Employee/Labor Certifications.

15.1 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.

15.2 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.

15.3 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.

16. General Provisions.

16.1 Commission's Representative. The Commission hereby designates the Executive Director, 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.

16.2 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 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.

16.3 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. Contractor may not terminate this Contract except for cause. 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. 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.

16.4 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.

16.5 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

16.6 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:

Granite Construction Company
3281 E. Guasti, Ste. 550
Ontario, CA 91764
Attn: Joseph P. Richardson

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.

16.7 Time of Essence. Time is of the essence in the performance of this Contract.

16.8 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.

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

16.10 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.

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

16.12 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.

16.13 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.

16.14 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, 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 terminate this Contract without liability.

16.15 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 Agreement. For breach or violation of this warranty, Commission shall have the right to rescind this Agreement 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. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the Commission's Filing Officer as required under state law in the performance of the Work.

16.16 Certification of License.

16.16.1 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.

16.16.2 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.

16.17 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.

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

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

[Signatures on following page]

Signature Page

to

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

**CONTRACT FOR ON-CALL
PAVEMENT MAINTENANCE WORK ON 15 EXPRESS LANES AND 91 EXPRESS
LANES**

IN RIVERSIDE COUNTY

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first set forth above.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

GRANITE CONSTRUCTION COMPANY

By: _____
Aaron Hake
Executive Director

By: _____
Its: _____
Printed Name:

Contractor License Number: 89

APPROVED AS TO FORM:

By: _____
General Counsel

EXHIBIT "A"

SCOPE OF PAVEMENT MAINTENANCE WORK

[attached behind this page]

DRAFT

STATEMENT OF WORK AND REQUIREMENTS

**Pavement Maintenance Procurement for the
15 Express Lanes and 91 Express Lanes**

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1 Glossary

Term	Definition
15 Express Lanes	The 15 Express Lanes are designated toll lanes on Interstate 15 (I-15) that are physically separated from general traffic lanes by barriers or markings. These lanes operate in the median of I-15, covering an approximate 15-mile segment between State Route (SR) 60 in the north and Cajalco Road in the south. The Commission owns and operates these lanes.
91 Express Lanes	The 91 Express Lanes are designated toll lanes running along State Route (SR) 91 that are physically separated from the main traffic arteries by barriers or markings. The Commission owns and operates the 8-mile stretch of lanes between the Orange County / Riverside County line in the west and ending approximately a mile past I-15 in the east.
AC	Asphalt Concrete
Acceptance	Acceptance is the formal approval process conducted by the Commission within a sixty (60) day verification period following completion of each Task Order. It involves inspection, verification of closeout items, a walkthrough of completed work, and review of all related documents prepared by the Proposer.
Accident/Illness Prevention Plan	Document outlining safety measures to minimize risks and ensure a safe working environment on work sites.
Air Quality Management District (AQMD)	Governmental agency responsible for monitoring and regulating air pollution in a specific area to protect public health and the environment.
Automated Pavement Condition Survey (APCS)	A systematic assessment of the condition of road surfaces and pavements. The assessment is conducted utilizing instruments such as lasers, cameras, and sensors mounted on vehicles or drones to collect data on various pavement distresses, including cracks, potholes, rutting, and surface roughness.
California Standard Plans	Set of standardized design and construction drawings developed by Caltrans for transportation infrastructure projects.
California Standard Specifications	Guidelines set by Caltrans for the design, construction, and maintenance of transportation projects.
Caltrans	California Department of Transportation
Caltrans Construction Manual	A comprehensive document that provides guidance, procedures, and specifications for construction activities on transportation infrastructure projects in California.

Term	Definition
Change Order	Document used to modify the original scope of work, Schedules, or contract terms. It outlines any changes to the project's specifications, materials, costs, or timelines that were not initially included in the original agreement.
Commission	Riverside County Transportation Commission
Consultants	HNTB is the consultant hired by the Riverside County Transportation Commission (the Commission) to provide engineering and construction management support services.
COZEEP	Construction Zone Enhanced Enforcement Program
DMS	Document Management System
Force Account	Contractual arrangement where the Proposer is reimbursed for actual costs, plus overhead, for additional work not covered by the original scope of work.
Fugro Consultants	Consultant contracted by the Commission to perform the initial automated condition distress survey on the 91 Express Lanes in 2023.
JPCP	Jointed Plane Concrete Pavement
Nondestructive Deflection Testing (NDT)	A pavement testing method that assesses the strength and stability of structures without causing damage. It involves applying a load and measuring the resulting deflection. Techniques like falling weight deflectometer and dynamic cone penetrometer are commonly used. This method provides insights into the structure's condition, aiding in maintenance decisions.
Notice to Proceed (NTP)	Formal document that the Commission issues to the Proposer, authorizing them to begin work on a project.
Notice of Termination	Formal document issued to the Proposer, indicating the Commission's intent to terminate the contract.
Pavement Management Report(s) (PMR[s])	Document(s) provided by the Commission detailing the analysis of the condition and performance of the pavement along the 15 and 91 Express Lanes.
Pavement Management Plan(s) (PMP[s])	Document provided by the Commission detailing the recommended pavement management strategies for the 15 and 91 Express Lanes. The PMP includes the prioritization of maintenance activities.
Price Form	Document provided by the Proposer outlining the expenses for a

Term	Definition
	Task Order.
Progress Report	Report prepared by the Proposer detailing the progress of the project. The report includes a written narrative and an updated bar-chart format of Schedules.
Project	The total work set forth in this Statement of Work and Requirements. This encompasses the pavement maintenance of the 15 and 91 Express Lanes and accompanying deliverables.
Proposer	An entity that has submitted a Proposal on this RFP (Request for Proposals).
PS&E	Plans, Specifications, and Estimates.
Resident Engineer	The Commission personnel overseeing the construction of project. The Resident Engineer may be a consultant supporting the Commission.
Restoration	The process of returning the work site to its original state, including replacing any infrastructure removed during construction or any maintenance activities to ensure the site's condition resembles its pre-construction state. Restoration includes any necessary upgrades or improvements as per project specification and regulations.
RFP	Request for Proposals
Rubber Hot Mix Asphalt (RHMA)	An asphalt concrete mixture that includes recycled tire rubber as an additive. RHMA improves pavement flexibility, durability, and resistance to cracking. It's widely used in road construction for sustainable and enhanced performance.
Quality Assurance Plan (QAP)	A document defining methodologies, standards, criteria, activities, tools, and resources for managing work products. The plan addresses early project activities, quality assurance, and review procedures.
Quality Assurance Program Manual	Document developed by Caltrans that outlines the procedures, guidelines, and standards for ensuring the quality of transportation infrastructure projects.
Schedule(s)	Detailed schedules developed and maintained by the Proposer that outlines project tasks, milestones, and timelines. Schedules are subject to Approval by the Commission.
Task Order	Specific directive issued by the Commission to a Proposer outlining the scope of work, deliverables, timeline, and other relevant items

Term	Definition
	for a particular task within the scope of the Project.
Traffic Management Plan (TMP)	Document outlining strategies and procedure for managing traffic during construction and maintenance activities while minimizing disruptions. Document to be provided by the Commission.
Traffic Control Plan (TCP)	Document outlining process to regulate traffic flow and ensure safety during pavement rehabilitation work, while also minimizing disruptions. The Proposer shall provide this document.
Work Plan	Detailed action plan provided by the Proposer specifying steps, resources, and deadlines to achieve the objectives outline in a Task Order.
Water Pollution Control Program (WPCP)	Set of measures and protocols developed by Consultants or the Proposer to manage and mitigate water pollution throughout the execution of the Project.

2 Introduction

2.1 Background

The Riverside County Transportation Commission (Commission) intends to contract with an on-call “bench” of qualified professionals to perform pavement maintenance to the 15 Express Lanes and 91 Express Lanes. Task Orders will be issued in accordance with the terms of this Request for Proposals (RFP) and the Commission’s model agreement.

Descriptions for each express lane are as follows:

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

- The travel lanes are generally 11 to 12 feet wide, spanning a cumulative length of approximately 32 lane-miles. Shoulder widths range from 2 to 10 feet in both directions.
- The lane adjacent to the general-purpose lanes includes channelizers, which serve as a buffer between the express lanes and general-purpose lanes. The Commission maintains these channelizers.

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

Figure 1 – Project Limits Map



2.2 Purpose and Objectives

The purpose of this Project is to improve the rideability and provide a safe drive for Express Lanes customers. The Commission is aware that the pavement on the 91 Express Lanes is nearing the end of its useful life. The Commission is currently undergoing a separate effort to prepare for a full pavement replacement around 2030. Despite its plans to replace the 91 Express Lanes pavement in 2030, the Commission is committed to the safety and driving experience of its customers and therefore is seeking Contractors to maintain the pavement until the full replacement is completed.

The primary objectives of this Project are to:

- a) Rehabilitate or replace the identified patches of pavement on the 15 and 91 Express Lanes.
- b) Enhance the durability and longevity of the 15 and 91 Express Lanes.
- c) Minimize disruptions to traffic flow during the construction period.
- d) Ensure compliance with all applicable safety and environmental regulations.

3 Project Description

3.1 Considerations

In a summary of their findings from an Automated Pavement Condition Survey (APCS) on the 91 Express Lanes performed in 2023, Fugro Consultants described the pavement distress types encountered in the lanes as follows: longitudinal cracks, traverse cracks, corner cracks, 3rd stage cracks and 1st stage divided cracks. Although recommendations were made for repairs, Fugro Consultants recommended further field verification of the findings from the survey. No survey work has yet been completed for the 15 Express Lanes.

Prior to pavement maintenance work commencing on the 15 and 91 Express Lanes, the Commission released an RFP in search of qualified professionals to conduct a pavement analysis of both express lanes. The contracted entity shall detail their findings in a Pavement Management Report (PMR) and provide their recommended approach towards repair in a Pavement Management Plan (PMP).

Proposers selected to participate in this on-call contract will be expected to use the findings from the distress survey, the PMR, and the PMP to complete the necessary work and meet the requirements set forth in this Statement of Work and Requirements. The Proposer will be expected to complete asphalt concrete maintenance and/or concrete replacement, depending on the results of the pavement analysis.

3.2 Task Orders

As the need arises, the Commission will issue Request for Task Order Proposals to the Proposers awarded a contract for the on-call bench pursuant to this RFP detailing the criteria that must be addressed in the Task Order Proposal. The Commission may modify a Request for Task Order Proposal prior to the specified submission deadline.

3.3 Pre-Task Order Award Expenses

The Commission shall not be liable for any expenses incurred prior to a Task Order being awarded. The on-call contract/agreement does not constitute contractor's right to request any reimbursement for the cost to prepare the proposal in response to RFP 24-31-089-00, for the cost of negotiating with the Commission in any matter related to the proposal, or for any other expenses incurred by contractor prior to the date of Task Order approval and Notice to Proceed.

4 Statement of Services

4.1 Duties and Responsibilities

4.1.1 Project Administration

- a) Proposer shall administer the Task Orders using Caltrans Construction Manual as a general guideline.
- b) Proposer shall conduct regular Project coordination meetings with the Commission and Caltrans, as appropriate. Proposer shall coordinate all lane closure needs with the Commission and Caltrans.
- c) Proposer shall maintain all Project correspondence, including transmittals and submittals. Project record keeping shall include, but is not limited to, daily field reports, correspondence, memoranda, contract documents, requests for information (RFIs), Change Orders, claims, Commission directives, meeting minutes, shop drawings, supplementary drawings, review and approval of submittals, schedule reviews and preparation of weekly working day statements, quantity calculations and/or documented field measurement/count and daily extra work reports that support progress payments. Proposer shall maintain a record of the names, addresses, email addresses, and telephone and fax numbers of the subcontractors and principal material suppliers.
- d) Proposer shall establish and maintain a filing system for each Task Order using the Caltrans Construction Manual as a guideline. Proposer will also maintain a hard copy of Project records.
- e) Proposer with an awarded Task Order shall prepare and submit weekly Active Work Status and Progress Reports and Monthly Reports for the Project to justify the percent of work completed for each invoice. The Monthly Report shall describe construction activity, traffic and site safety incidents; accomplishments and issues; the statuses of submittals, RFIs, and Change Orders; and the Task Order budget and schedule status against the approved baseline Schedule. Construction photos shall be submitted with each weekly and monthly report.

- f) Proposer shall review and ensure compliance with all federal, state, and local environmental laws and regulations.
- g) Proposer shall assure that the work complete under this contract meets all provisions of the Caltrans Quality Assurance Program Manual. Proposer shall prepare and submit a Project-specific Quality Assurance Plan (QAP) to the Commission for review and approval. The Proposer shall review the QAP quarterly and update it as necessary. All Proposer's Project personnel shall indicate their review of the QAP by signature.
- h) Proposer shall review certified payroll records and other labor compliance records and assure compliance with requirements specified in this Statement of Work and Requirements and subsequent Task Orders.
- i) Proposer shall be responsible for all toll charges. During closure, the tolling collection system is suspended.

4.1.2 Construction Coordination

- a) Proposer shall provide a minimum of one Project Manager to effectively manage the Project.
- b) The Proposer's Project Manager shall act as the prime point of contact between the Proposer, the Commission, and the materials inspector. Proposer may, when requested by the Commission, act as point of contact between design engineers and the public.
- c) Proposer shall maintain regular contact with the Commission.
- d) Proposer shall review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to the Commission. Should the Commission determine that changes are necessary, Proposer shall process and implement Change Orders in accordance with contract documents.
- e) Proposer shall provide all required monitoring, coordination, and tracking of active Task Order progress to ensure the Task Orders proceeds on schedule and according to the order of work in the plans and special provisions.
- f) Proposer shall coordinate the implementation of any changes with the Resident Engineer. All Change Orders shall be prepared using the Commission's format and procedures.
- g) Proposer shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.

4.1.3 Construction Survey and Inspection

- a) Proposer shall perform and document daily on-site inspections of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, permits, all applicable laws, codes, and ordinances.
- b) Proposer shall exercise reasonable care and diligence to discover and promptly report to the Commission and the Resident Engineer any and all defects or deficiencies in the materials or workmanship used in the Project.

- c) Proposer personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications and Caltrans Standard Plans. Proposer personnel shall have the ability to read and interpret construction plans and specifications. Proposer personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA). In addition, Proposer personnel shall be familiar with the construction requirements of the Water Pollution Control Program (WPCP).
- d) Assignments to be performed by Proposer personnel shall include, but are not limited to, the following:
 - 1. Inspecting subgrade and paving, including checking alignment and grade; inspecting signage and striping work; ensuring compliance with the WPCP; inspecting temporary and permanent traffic barriers and devices; monitoring construction traffic control, detours, and any other duties required to determine that construction during the Project is being performed in accordance with the contract documents.
 - 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3. Arranging testing in accordance with Caltrans highway materials testing and planting procedures. Arranging for necessary corrective work, as required. Providing comprehensive materials records including materials sources, inspection and test results, and documented compliance with specifications.
 - 4. Maintaining awareness of safety and health requirements. Monitoring compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 5. Preparing complete and accurate daily reports, calculations, Project records, payment quantity documents, reports, and correspondence related to Project activities. Documents shall be sufficient to support the actual cost of work performed under a Force Account.
 - 6. Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 7. Keeping records of all deviations from the approved plans to assist the design engineer in preparing as-built plans. Providing final clearance dimensions from roadways to bridge soffits.
 - 8. Providing inspections for environmental compliance. Coordinating with third-party consultants or stakeholders for special monitoring or inspections and for disposal of hazardous material, if required.
 - 9. Maintaining awareness of water discharge requirements. Monitoring compliance with applicable regulations and construction contract provisions.
 - 10. Monitoring compliance with applicable regulations required by the Air Quality Management District (AQMD).
 - 11. Coordinating lane traffic closures with County and the Sheriff including, when necessary, the provision of California Highway Patrol (CHP) services for Construction Zone Enhanced Enforcement Program (COZEED) operations. Maintain records of COZEED participation to support the Commission's payment process for the CHP.
 - 12. Other duties as may be required or reasonably requested.

4.1.4 Project Support

- a) Materials Testing and Geotechnical Services – Proposer will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Material plant, laboratory, and field materials sampling and testing shall conform to the Caltrans Standard Specifications. All field and laboratory testing shall be performed in accordance with California Test Methods. Proposer will be responsible for the accuracy and completeness of all test data compilation and results.
- b) Permits – Proposer shall review the Project for permit compliance and coordinate with the Commission to ensure that necessary permits are obtained. Proposer shall coordinate with the Commission for the timely processing and verification of approval for all permits. Proposer shall keep all permits and permit documentation on site.
- c) Staffing – Proposer shall provide and maintain a Project staffing plan that includes all personnel working on the Project. In cooperation with the Commission, the staffing plan shall be periodically updated to reflect Project progress and needs. Proposer staff may be required to assist the Commission in obtaining encroachment permits from Caltrans and other activities requested by the Commission to support the Project.

4.1.5 Cost and Schedule Tracking

- a) Proposer shall prepare and track the following:
 - 1. Contract pay item quantities, materials-on-hand, and progress payments as needed to justify percent of work completed;
 - 2. Extra work/compensation adjustment payments;
 - 3. Contract Change Orders;
 - 4. Supplemental work items;
 - 5. Agency-furnished materials (delineators);
 - 6. Contingency balance (if applicable);
 - 7. Project budget (if applicable);
 - 8. Anticipated final cost;
 - 9. Proactive schedule management; and
 - 10. Payment deductions for late reopening of lanes.
- b) Proposer shall complete the Price Form for each Task Order, detailing proposed pricing for the necessary services and materials to fulfill the scope of work outlined in the Task Order.
- c) Proposer shall provide any narrative required to explain the prices quoted in the Price Form. The Commission will issue a lump-sum contract.
- d) Proposer shall agree and comply with the Commission's monthly progress and payment process at the end of each working month.
- e) Proposer shall provide all required monitoring, coordination, and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. Proposer shall expedite work, as required, to maintain the Schedule.

4.1.6 Proposer shall monitor work schedules on an ongoing basis and alert the Commission to conditions that may lead to delays in completing the work as soon as possible. Change Orders and Claims

- a) Proposer shall attempt to avoid all unnecessary contract Change Orders. When a contract Change Order is necessary, Proposer shall consult with the Commission prior to its preparation. Unless directed otherwise by the Commission, the preferred payment terms for contract Change Orders should be as follows:
 1. Agreed price;
 2. Adjustment in compensation to a bid item;
 3. Time and materials or Force Account.
- b) Proposer shall identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- c) Proposer shall implement a bi-weekly Change Order meeting with the Commission to discuss and approach any issues pertaining to Change Orders.

4.1.7 Safety

In addition to the requirements specified elsewhere in this Statement of Work and Requirements, the following shall also apply:

- a) Proposer shall implement a comprehensive safety program including preparation of a Project-specific Accident/Illness Prevention Plan and conduct regular tail-gate safety meetings for Proposer personnel. Proposer shall provide a monthly report of traffic and site safety incidents, accidents, and issues to the Commission as part of the Monthly Report described in Section 4.1.1.
- b) Proposer shall comply with CalOSHA and provisions of the Caltrans Construction Manual.
- c) Proposer shall provide appropriate safety training for all Proposer field personnel.
- d) Proposer shall provide all necessary safety equipment as required for Proposer personnel.
- e) Proposer shall conduct and document a weekly safety walkthrough of the site. Proposer shall extend an invitation for this meeting to the Resident Engineer.

4.1.8 Project and Task Order Close Out

- a) Proposer shall prepare and manage a list of Task Order items to be completed and/or corrected for final completion of the Task Order.
- b) Proposer shall collect and furnish as-built information (as available) to the design engineer for preparation of as-built drawings that include information such as utility locations, electrical system element locations, and system requirements, prestressing drawings and pile logs, as applicable for each Task Order. Availability of information will depend on the scope of work.
- c) Proposer shall review and verify completeness of as-built drawings for each Task Order.
- d) Proposer shall conduct a final walk-through at the end of each Task Order with the Commission and Caltrans.

- e) Proposer shall prepare final construction reports for each Task Order and the final Project Completion Report in the format and content requirements set forth by the Commission.
- f) Proposer shall prepare and deliver to the Commission and Consultants all Project files in hard copy, as requested by the Commission, and/or electronic format.

4.1.9 Deliverables

NOTE: The Proposer shall transmit all records described below to the Commission. In addition, the Proposer shall maintain records in their own respective offices during the course of the overall Project.

- a) Inspector daily reports, extra work diaries, and daily diaries.
- b) Monthly Project Activity Summary Report(s).
- c) Roadway Weekly Summary Reports.
- d) Monthly progress payments, back-up documentation, and payment records.
- e) Final payment documents, delivered to the Commission no later than 10 working days after acceptance by the Commission of the completed construction Project.
- f) Project Completion Report.
- g) All Project files, Project reports, correspondence, memoranda, shop drawings, Project logs, Schedule analyses and weekly working day statements, Change Order data, claims and claim reports, and payment records.
- h) Certified payrolls and fringe benefit statements for all Proposer personnel who are subject to the State and/or Federal prevailing wage rates.

All material test results shall be provided in accordance with the applicable Standard Specifications and Special Provisions and test methods. Failing tests shall be immediately reported to the Resident Engineer. All test results shall be recorded on the appropriate forms. The test documents will be legible and show the identity of the test where appropriate. A notebook containing all results will be kept. All test equipment shall be calibrated per California Test requirements and regularly verified.

4.1.10 Equipment and Materials to be provided by Proposer

- a) Proposer shall provide all necessary equipment, including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely.
- b) Proposer personnel shall provide vehicles for field personnel suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed, and with communication devices for field personnel.
- c) Proposer shall provide all Proposer personnel with all applicable standard plans, specifications, and other standards as appropriate.

4.1.11 Materials to be Furnished by the Commission

The Commission will provide channelizers required for replacement to be installed by the Contractor. The Contractor shall request the quantity needed during the task planning and coordinate pick-up from the Caltrans maintenance yard.

The Commission will provide COZEEP as needed.

4.1.12 Standards

All construction, inspection, surveys, materials sampling and testing, shall be in accordance with the contract documents and most current version of Caltrans Manuals including:

1. Caltrans Construction Manual and its revisions.
2. Quality Assurance Program Manual.
3. California Manual on Uniform Traffic Controls.
4. Caltrans Standard Specifications and Standard Plans.
5. Water Pollution Control Program (WPCP) Preparation Manual.
6. California Tests.
7. District 8 Standard Staking Procedures Manual.
8. Caltrans Pavement Standards.
9. Caltrans Highway Design Manual.
10. Caltrans Pavement Policy Design Information Bulletins (73, 79, 81, 84, 86).
11. Caltrans Policy Memos.

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Any Proposer employee who does not perform adequately will be replaced if directed by the Resident Engineer.

4.1.13 Closures

Work within the Express Lanes will require a closure of the Express Lanes. Express Lanes closure hours are limited to the times provided in Table 1. If daytime hours are needed for field investigations, the Commission will consider weekend morning and the request will require coordination and approval. All Express Lanes closure requests are subject for Commission and/or Caltrans approvals. The Proposer is reminded that the 15 and 91 Express Lanes are revenue-generating facilities and impacts to their operations should be minimized as much as possible. All closures must be approved by the Commission and coordinated with the Commission toll contractor.

Closures of the Express Lanes for certain segments may require closures at more than one location. For example, closure of the 91 Express Lanes westbound require closures at the SR-91 WB entrance from the general purpose lanes and entrance from the 15 Express Lanes connector from the north and south.

Table 1 – Express Lanes Closure

Lane Closure	Time Period
91 Westbound Express Lanes (Commission)	Sunday 11:00 p.m. to Monday 4:00 a.m.
	Monday 8:00 p.m. to Tuesday 4:00 a.m.
	Tuesday 8:00 p.m. to Wednesday 4:00 a.m.
	Wednesday 8:00 p.m. to Thursday 4:00 a.m.
	Thursday 8:00 p.m. to Friday 4:00 a.m.
	Friday 11:00 p.m. to Saturday 7:00 a.m.
	Saturday 11:00 p.m. to Sunday 7:00 a.m.
91 Eastbound Express Lanes (Commission)	Sunday 11:00 p.m. to Monday 6:00 a.m.
	Monday 10:00 p.m. to Tuesday 6:00 a.m.
	Tuesday 10:00 p.m. to Wednesday 6:00 a.m.
	Wednesday 10:00 p.m. to Thursday 6:00 a.m.
	Thursday 10:00 p.m. to Friday 6:00 a.m.
	Friday 11:00 p.m. to Saturday 7:00 a.m.
	Saturday 11:00 p.m. to Sunday 7:00 a.m.
15 Northbound Express Lanes (Commission)	Sunday 8:00 p.m. to Monday 4:00 a.m.
	Monday 8:00 p.m. to Tuesday 4:00 a.m.
	Tuesday 8:00 p.m. to Wednesday 4:00 a.m.
	Wednesday 8:00 p.m. to Thursday 4:00 a.m.
	Thursday 9:00 p.m. to Friday 4:00 a.m.
	Friday 10:00 p.m. to Saturday 7:00 a.m.
	Saturday 10:00 p.m. to Sunday 7:00 a.m.

Lane Closure	Time Period
15 Southbound Express Lanes (Commission)	Sunday 9:00 p.m. to Monday 5:00 a.m.
	Monday 9:00 p.m. to Tuesday 5:00 a.m.
	Tuesday 9:00 p.m. to Wednesday 5:00 a.m.
	Wednesday 9:00 p.m. to Thursday 5:00 a.m.
	Thursday 9:00 p.m. to Friday 5:00 a.m.
	Friday 10:00 p.m. to Saturday 7:00 a.m.
	Saturday 10:00 p.m. to Sunday 7:00 a.m.

If the Contractor fails to work within the approved closure window, they will incur late lane reopening charges as follows: \$3,000 for every partial or full ten-minute increment during the first half hour, \$6,000 for every partial or full ten-minute increment during the second half hour, and \$12,000 for every partial or full ten-minute increment thereafter. This includes the start of early closures.

Closure for the Express Lanes will require submission of a closure request form at least 7 days in advance of the first closure date. Closures of the general-purpose lanes require approval from Caltrans. In coordination with the Commission, the Proposer will enter the lane closure on the Caltrans website Lane Closure System by Monday noon, for a full week of lane closures 7 days prior.

4.2 Pavement Maintenance

The Proposer shall be responsible for all phases of the pavement maintenance process for each Task Order, including the construction, traffic management and performance monitoring. The Proposer is responsible for obtaining the necessary permits and performing the required coordination with Caltrans and the Commission’s 15 and 91 Express Lanes operators during performance of physical investigation of lane pavement. Coordination with other construction activities and Caltrans maintenance operations on 15 and 91 Express Lanes is also required.

4.2.1 Traffic Control Plan

The Proposer is responsible for creating a comprehensive Traffic Control Plan (TCP) that outlines the strategy for minimizing disruptions to commuters during pavement rehabilitation work. This plan must be in compliance with the California Manual on Uniform Traffic Control Devices and Caltrans Standard Plans and adhere to the requirements specified by the Commission in the Traffic Management Plan (TMP). The TCP should cover the following aspects:

- Coordination of toll lane and general purpose lane closures, detours, and traffic flow adjustments to maintain safe and efficient travel.

- Communication of project updates to the public through variable message signs and other channels.

Prior to initiating pavement maintenance work, the Proposer is required to complete the following tasks:

1. Submit the TCP to the Commission for approval.
2. Obtain approval from Caltrans regarding travel lane alignment.
3. Coordinate with the contractor responsible for the pavement analysis work to organize traffic control during field walks. These preparations must be finalized at least 1 week before scheduled field walks.

Deliverable: Traffic Control Plan (electronic PDF).

4.2.2 Maintenance Work

The Proposer shall perform pavement maintenance work as outlined in each Task Order. Additionally, work may be defined by PS&E packages provided by the Commission. All maintenance work must comply with the standards referenced in Section 4.1.12.

While each Task Order will define the specific pavement maintenance work, the Proposer should anticipate that the approaches detailed below may be components of the maintenance work.

Deliverable: Documentation of work completed (electronic PDF).

4.2.2.1 Rigid Concrete Pavement

Minor pavement rehabilitation strategies for concrete pavement include:

- Partial lane replacement.
- Individual slab replacement.
- Continuous profile grinding to correct roughness from curling, warping, or faulting of individually replaced slabs, or areas of localized roughness.
- Resealing of longitudinal and transverse joints.
- Routing and sealing longitudinal or transverse cracks.
- Dowel bar retrofitting transverse joints or cracking (includes continuous profile grinding)

4.2.2.2 Flexible Concrete Pavement

Minor pavement rehabilitation strategies are non-engineered pavement structure designs typically applied to moderately-extensive, existing structural distress. Deflection studies are not required but may be requested based on project-specific factors such as performance history. For flexible asphalt concrete pavement surfaces with MRI \leq 170, the standard overlay design thicknesses are:

- Cold-plane of the existing asphalt concrete pavement and overlay 0.20' of Rubberized Hot Mix Asphalt (Gap Graded).
 - Overlay 0.15' of Rubberized Hot Mix Asphalt (Gap Graded).
 - Overlay 0.20' of Hot Mix Asphalt.

- Or as recommended in the PMP.

4.2.3 Restoration

Pavement rehabilitation work may require the impact to or removal of existing facilities including, but not limited to, remove existing thermoplastic striping and be replaced with the same kind, pavement markings, pavement markers, channelizers, storm drains, and loop detectors from the designated work area. All work related to removals, repair, and/or rehabilitation, including restoration of existing facilities, shall comply with the Caltrans Construction Manual and Caltrans Standard Specifications.

Following the completion of the pavement rehabilitation work, the Proposer shall be responsible for Restoring all facilities located at the work site to their original positions. The Proposer is accountable for procuring and installing all necessary replacements for the removed facilities on site, excluding channelizers, which will be provided by the Commission for subsequent installation by the Proposer.

4.2.4 Environmental Compliance

The Proposer has the obligation to comply with all federal, state, and local environmental regulations pertaining to the scope of work. This includes but is not limited to: Clean Water Act (CWA), National Pollutant Discharge Elimination System (NPDES), Clean Air Act (CAA), Waste Management and Recycling, Permitting and Compliance Reporting, and California Department of Toxic Substances Control (DTSC) laws and regulations.

4.2.5 Acceptance

The Commission shall have a period of 30 days following the completion of each Task Order to inspect and verify close-out items and conduct a walkthrough of the work completed. Additionally, the Commission shall have a separate 30 days from receipt of documents to review all documents prepared by the proposer. Together, these periods constitute a sixty (60) day verification period.

Requirements for the completion items, including but not limited to materials, personal supplies, waste materials, construction quality records, and certificates, shall be specified in each Task Order. The Commission reserves the right to extend the verification period upon mutual agreement with the Proposer, with written notification provided.

4.3 Acknowledgements

4.3.1 Limitations to Authority

Proposer does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by the Commission.
3. Conduct or participate in tests or third-party inspections; except as authorized in writing by the Commission.
4. Verbally authorize or approve Change Orders or extra work for the Project.

4.3.2 Third Party Relationships

This RFP is intended to provide unique services for a specific Project. The Commission is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. Proposer shall take direction **only** from the Commission and shall regularly inform **only** the Commission about matters pertaining to Project progress, outstanding issues, and all Project related matters.

During the course of the Project, the Proposer may find occasion to meet with third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While the Commission enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, Proposer shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from the Commission. All oral and written communication with outside agencies related to the Project shall be directed only to the Commission. Distribution of Project-related communication and information shall be at the sole discretion of Commission representatives.

4.3.3 Construction Site Safety

In addition to the requirements specified elsewhere in this Statement of Work and Requirements, the following also will apply:

1. Proposer will conform to the safety provisions of the Caltrans Construction Manual.
2. Proposer's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirts, long pants, and leather boots with ankle support and rubber soles at all times while working in the field.
3. Proposer will provide appropriate safety training for all Proposer's personnel.
4. All safety equipment will be provided by Proposer.

4.3.4 Personnel Qualifications and Responsibilities

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by the Commission. At minimum, the Proposer must possess a General Contractor License (License A) and a track record of at least 5 years in executing comparable projects.

4.3.5 Payments and Penalties

- a) The method of payment for this contract will be based on a lump sum price for the material and completion of work outlined in the scope of work of the Project. The Commission shall reimburse the Proposer based on percentage of work completed in the performance of services to complete the requirements of each awarded Task Order.
- b) In the event that the Commission determines that a change to the scope of work specified within this RFP or a specific Task Order is required, the actual costs reimbursable by the Commission shall be adjusted by contract amendment to accommodate the changed work.
- c) There shall be no provision for cost indexing for any material costs incurred by the Contract in the performance of service to complete the requirements of a Task Order. This includes but is not limited to materials such as asphalt, Portland cement concrete, reinforcing steel, or fuel.
- d) Progress payments shall be made following each working month in arrears based on the complete work. If the Proposer fails to submit the required deliverable items according to the schedule set forth in this RFP, the Commission shall reserve the right to delay payment or terminate this contract in accordance with the provisions of Section 4.3.6 Termination.
- e) No payment shall be made prior to approval of work completed, nor for any work performed prior to approval of this contract.
- f) Proposer shall be reimbursed, as promptly as fiscal procedures will permit upon receipt by the Commission of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Proposer is billing. Invoices shall detail the work performed and materials used during each Task Order. The final invoice shall be submitted within 60 calendar days after completion of work outlined in each Task Order.
- g) The total amount payable by the Commission shall not exceed the amount set forth in each Task Order.
- h) Proposer shall not be reimbursed for any expenses unless authorized in writing by the Commission.
- i) The Commission shall assess penalties for any failure to meet the requirements of this contract at the end of each working month. If applicable, the Commission shall furnish the Proposer with documentation of penalties incurred during the working month in question alongside their reimbursement. Penalties shall be calculated based on the terms outlined in this RFP. Upon determination of penalties, the Proposer will be notified of the nature of the non-compliance and the corresponding penalties being assessed. The Proposer will be afforded a reasonable opportunity to respond to the penalty notification, providing any relevant information or evidence to contest the assessment. However, the Commission retains sole responsibility for making the final determination regarding the assessment of penalties.

EXHIBIT "B"

COMPENSATION/RATES

[attached behind this page]

DRAFT

EXHIBIT "B"
COMPENSATION SUMMARY¹

FISCAL YEAR	PROJECT	COST
FY 2024-25		\$ 1,500,000.00
FY 2025-26	Services to determined upon execution of Task Order	\$ 1,000,000.00
FY 2026-27	Services to determined upon execution of Task Order	\$ 1,000,000.00
FY 2027-28	Services to determined upon execution of Task Order	\$ 500,000.00
FY 2028-29	Services to determined upon execution of Task Order	\$ 800,000.00
FY 2029-30	Services to determined upon execution of Task Order	\$ 500,000.00
	SUBTOTAL	\$ 5,300,000.00
	OTHER DIRECT COSTS	\$ -
	TOTAL COSTS	\$ 5,300,000.00

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

EXHIBIT "C"
CERTIFICATION
LABOR CODE

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.

INSERT CONTRACTOR NAME]

By: _____
Signature

By: _____
Print Name

By: _____
Title (Print)

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EXHIBIT “D”

PAYMENT BOND

[attached behind this page]

DRAFT

PAYMENT BOND

KOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Riverside County Transportation Commission (hereinafter designated as the "Commission"), by action taken or a resolution passed _____, 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

Maintenance Restripe Work on Interstate 15, In Riverside County (the "Project");
and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference;
and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Commission in the penal sum of Two Hundred Thousand Dollars (\$200,000) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Commission and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

DRAFT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Notary Acknowledgment

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

DRAFT

AGENDA ITEM 8

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	October 21, 2024
TO:	Toll Policy and Operations Committee
FROM:	Mireya Jarquin, Senior Management Analyst
THROUGH:	Jennifer Crosson, Toll Operations Director
SUBJECT:	91 Express Lanes Median Barrier Wall Replacement

STAFF RECOMMENDATION:

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

- 1) Award Agreement No. 25-31-002-00 to Splice Construction Co for the 91 Express Lanes median barrier wall replacement in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project; and
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission.

BACKGROUND INFORMATION:

At its July 2024 meeting, the Commission approved a change order to Kapsch Traffic Com (Kapsch) for the 91 Express Lanes Occupancy Detection System (ODS). At that time, staff indicated that the eastbound median barrier wall required a reduction in height to provide for a clear line of sight from the ODS cameras to the vehicles being evaluated for occupancy. The median barrier reduction was not part of the Kapsch scope of work and a separate invitation for bid was required to perform the work.

DISCUSSION:

Kapsch provided the median barrier wall requirements for the ODS. The current eastbound median wall is at a height of 59 inches and has a narrow shoulder between the travel lane. This site condition obstructs the ODS cameras' view, making it difficult to detect occupancy compliance. In order to provide optimal camera visibility and ensure the system can accurately capture images of vehicle the existing median barrier wall needs to be reduced to a height of 42 inches at the ODS location. While the reduction in height is only required in the area of the camera, Caltran's requirements for tapering the wall height impacts approximately 100 feet of existing median barrier wall. The current westbound median barrier wall is also at a height of 59 inches but has a wide shoulder providing a clear line of sight for ODS. There is no median barrier wall height adjustment required in the westbound direction.

The Commission’s toll consultant, HNTB, developed a 95 percent design for the eastbound median barrier wall replacement that is compliant with Caltrans Standards. The design requires replacement of approximately 100 feet of the existing eastbound median barrier wall in the vicinity of the toll gantry. The 95 percent design was used in the procurement process detailed below. The scope of work includes a traffic control plan to minimize disruptions to the traveling public during construction, the removal and disposal of the current concrete barrier wall, constructing a new median barrier in accordance with Caltrans standards, coordination with Kapsch and obtain Caltrans permits.

Procurement Process

On August 28, 2024, the Commission advertised Invitation for Bids (IFB) No. 25-31-002-00 for construction of the Project. 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. Thirty-seven (37) firms downloaded the IFB. Nine (9) were located in Riverside County. A pre-bid conference was held on September 5, 2024, and on September 25, 2024, three (3) bids were received and publicly opened. A summary of the bids received is shown in Table 1.

Table 1

Summary of Bids

Firm		Bid Amount
(In order from low bid to high bid)		
	Engineer’s Estimate	\$154,408
1	Splice Construction Co	\$214,270
2	Beador Construction Company, Inc.	\$254,300
3	Granite Construction Company	\$690,000

The basis for award for a public works contract is the lowest responsive and responsible bidder as defined by the Commission’s procurement policy and state law. The bid price submitted by Splice Construction Co was 18 percent higher than the engineer’s estimate. Although Splice Construction Co’s bid is higher than the engineer’s estimate, an analysis of the bid did not find irregularities or omissions.

After analyzing the lowest three bids received, staff concluded that Splice Construction Co is the lowest responsible bidder submitting a responsive bid in the amount of \$214,270 for the Project. A contingency amount of \$35,000 (approximately 16 percent) is recommended for this agreement to address any unforeseen conditions encountered during construction.


The contingency amount is requested because the IFB was released with 95 percent plans and not approved 100 percent plans. The requested contingency is to cover any change orders as a result of the approved 100 percent plans in addition to unforeseen site conditions encountered during construction.

RECOMMENDATION:

The replacement of the median wall was anticipated and is necessary for deployment of ODS. Staff recommends award of Agreement No. 25-31-002-00 Splice Construction Co in the amount of \$214,270, plus a contingency amount of \$35,000, for a total amount not to exceed \$249,270.

FISCAL IMPACT:

Fiscal Year 2024/25 Repair and Rehabilitation (R&R) budget includes \$249,270 for this item. The funding source is SR-91 toll revenue.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2024/25	Amount:	\$ 249,270
Source of Funds:	91 Toll Revenues			Budget Adjustment:	N/A
GL/Project Accounting No.:	009103 81301 00000 0000 591 31 81301				\$249,270
Fiscal Procedures Approved:				Date:	10/14/2024

Attachment: Draft Agreement No. 25-31-002-00 with Splice Construction Co

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

CONTRACT

**STATE ROUTE 91 EXPRESS LANES
BARRIER REPLACEMENT
IN RIVERSIDE COUNTY, CALIFORNIA**

RCTC Agreement No. 25-31-002-00

August 28, 2024

**BETWEEN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
SPLICE CONSTRUCTION CO**

**STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT
AGREEMENT NO. 25-31-002-00**

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2024 by and between the Riverside County Transportation Commission (hereinafter called the "Commission") and **Splice Construction Co, Inc.** (hereinafter called the "Contractor"). This Contract is for that Work described in the Contract Documents entitled **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT.**

2. RECITALS.

2.1 The Commission is a County Transportation Commission organized under the provisions of Sections 130000, et seq. of the Public Utilities Code of the State of California, with power to contract for services necessary to achieving its purpose;

2.2 Contractor, in response to a Notice Inviting Bids issued by Commission on **August 28, 2024**, has submitted a bid proposal for **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT.**

2.3 Commission has duly opened and considered the Contractor's bid proposal and duly awarded the bid to Contractor in accordance with the Notice Inviting Bids and other Bid Documents.

2.4 Contractor has obtained, and delivers concurrently herewith, Performance and Payment Bonds and evidences of insurance coverage as required by the Contract Documents.

3. TERMS.

3.1 Incorporation of Documents.

This Contract includes and hereby incorporates in full by reference this Contract and the following Contract Documents provided with the above referenced Notice Inviting Bids, including all exhibits, drawings, specifications and documents therein, and attachments thereto, all of which, including all addendum thereto, are by this reference incorporated herein and made a part of this Contract:

- a. NOTICE INVITING BIDS
- b. INSTRUCTIONS TO BIDDERS
- c. CONTRACT BID FORMS
- d. FORM OF CONTRACT
- e. PAYMENT AND PERFORMANCE BOND FORMS
- f. ESCROW AGREEMENT FOR SECURITY DEPOSITS
- g. CONTRACT APPENDIX
PART "A" – Regulatory Requirements and Permits

PART "B" – Standard Plans
PART "C" – Contract Plans

h. ADDENDUM NO.(S) 1 and 2

3.2 Contractor's Basic Obligation.

Contractor promises and agrees, at his own cost and expense, to furnish to the Commission all labor, materials, tools, equipment, services, and incidental and customary work for **STATE ROUTE 91 EXPRESS LANES BARRIER REPLACEMENT**.

Notwithstanding anything else in the Contract Documents, the Contractor shall complete the Work for a total of Two Hundred Fourteen Thousand Two Hundred Seventy Dollars (\$214,270), as specified in the bid proposal and pricing schedules submitted by the Contractor in response to the above referenced Notice Inviting Bids. Such amount shall be subject to adjustment in accordance with the applicable terms of this Contract. All Work shall be subject to, and performed in accordance with the above referenced Contract Documents.

3.3 Period of Performance.

Contractor shall perform and complete all Work under this Contract within **120 working days** of the effective date of the Notice to Proceed, and in accordance with any completion schedule developed pursuant to provisions of the Contract Documents. Working days shall be defined as Monday – Friday excluding holidays and shall abide by Caltrans restrictions. Contractor agrees that if such Work is not completed within the aforementioned periods, liquidated damages will apply as provided by the applicable provisions of the Standard Provisions, found in Part "B" of the Contract Appendix. The amount of liquidated damages shall be One Thousand Dollars (\$1,000) for each day or fraction thereof, it takes to complete the Work, or specified portion(s) of the Work, over and above the number of days specified herein or beyond the Project Milestones established by approved Construction Schedules.

3.4 Commission's Basic Obligation.

Commission agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract Documents, the Commission shall pay to Contractor, as full consideration for the satisfactory performance by the Contractor of services and obligation required by this Contract, the above referenced compensation in accordance with Compensation Provisions set forth in the Contract Documents.

3.5 Contractor's Labor Certification.

Contractor maintains that he is aware of the provisions of Section 3700 of the 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 is attached to this Contract as Exhibit "A" and incorporated herein by reference, and shall be executed simultaneously with this Contract.

3.6 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. Contractor may not either voluntarily or by action of law, assign any obligation assumed by Contractor hereunder without the prior written consent of Commission.

3.7 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:

<p>Contractor:</p> <p>Splice Construction Co, Inc. 28441 Rancho De Linda Laguna Niguel, CA 92677 Attn: Omar Khalaf</p>	<p>Commission:</p> <p>Riverside County Transportation Commission P.O. Box 12008 Riverside, California 92502-2208 Attn: Executive Director</p>
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Any notice so given shall be considered received by the other party three (3) days after deposit in the U.S. Mail, first class postage prepaid, 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.

CONTRACTOR
SPLICE CONSTRUCTION CO, INC.

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: _____
Name

By: _____
Aaron Hake
Riverside County Transportation
Commission

Title

Tax I.D. Number:

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel, RCTC

DRAFT

EXHIBIT "A"

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. I agree to and will comply with such provisions before commencing the Work governed by this Contract.

CONTRACTOR:

Name of Contractor: SPLICE CONSTRUCTION CO, INC.

By: _____

Signature

Name

Title

Date

DRAFT