

FORM APPROVED COUNTY COUNSEL
 BY: K. V. Victor 9/17/09
 MARSHAL L. VICTOR DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

3416 B



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 September 17, 2009

SUBJECT: Agreement between Riverside County Transportation Commission (RCTC) and The County of Riverside (County) for funding the Van Buren Boulevard/I-215 Interchange Expansion Project.

- RECOMMENDED MOTION:** That the Board:
1. Approve the attached agreement with RCTC for the acceptance of Measure A Economic Incentive Program Funds in the amount of \$10,000,000 to fund the Van Buren/I-215 Interchange Expansion Project and;
 2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The Van Buren Boulevard/I-215 Interchange Expansion Project upgrades one of the major interchanges in Riverside County, to improve current traffic operations

Juan C. Perez
 Director of Transportation

BEC
 (Continued on next page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2009/2010

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
 DATE Tina Grande
 Tina Grande

County Executive Office Signature

Policy
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref. | District: 1 & 5 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.81

The Honorable Board of Supervisors

RE: Agreement between Riverside County Transportation Commission (RCTC) and The County of Riverside (County) for funding the Van Buren Boulevard/I-215 Interchange Expansion Project.

September 17, 2009

Page 2 of 2

accommodate future growth, and provide critical access to the March Inland Cargo Port Airport and Meridian Business Park. Future growth in this area is expected to create 15,000 jobs in Riverside County.

This agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside, will commit \$10 million in Measure A Economic Development funds for the Van Buren Boulevard/I-215 Interchange Expansion Project. This agreement also establishes the term and conditions for reimbursement of project expenditures for the design and construction of this project. The expenditure of these funds will be authorized through future Board approvals of specific tasks of work and contracts (such as engineering, right-of-way, or construction activity, etc.)

The County continues to work with the March Joint Powers Authority and our regional funding partners to identify funding to complete this project, which is estimated to cost approximately \$90 million. Partial additional funding has also been identified from the State's Trade Corridors Improvement Fund (TCIF) program.

Project No. B70798

**AGREEMENT FOR MEASURE A
ECONOMIC INCENTIVES PROGRAM FUNDS
WITH COUNTY OF RIVERSIDE
FOR INTERSTATE 215/VAN BUREN INTERCHANGE**

1. Parties and Date.

1.1 This Agreement is executed and entered into this _____ day of _____, 2009 by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and THE COUNTY OF RIVERSIDE ("County"). RCTC and County are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.4 The Plan establishes funding for an "Economic Incentives Program" the purpose of which is to attract new commercial and industrial development by improving existing interchanges, constructing new interchanges, providing public transit linkages or stations, and making other improvements to the transportation system, all in order to promote job creation in Riverside County.

2.5 The County has obtained Ten Million Dollars (\$10,000,000) in Trade Corridor Improvement Funds ("TCIF") for the Interstate 215/ Van Buren Interchange project (the "Project"), and has requested that RCTC provide additional funds required for the Project in order to secure the TCIF dollars.

2.6 The Project was designed to attract new commercial and industrial development in Riverside County, and will provide critical access to the March Inland Cargo Port Airport and the Meridian Business Park.

2.7 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Economic Incentives Program Funds (the "Funds") to the County, subject to the conditions provided herein, and to participate in the joint development of the Work, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute Funds to the County for the design and construction of the Van Buren/I-215 Interchange Expansion Project ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference. Pursuant to Section 3.15 below, the attached scope of work is subject to modification as requested by the County and approved by RCTC. It is understood and agreed that the County shall expend Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the County, on the terms and conditions set forth herein, a sum not to exceed Ten Million Dollars (\$10,000,000) to be used exclusively for reimbursing the County for eligible Work expenses as described herein ("Funding Amount"). The County acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute Funds in excess of the Funding Amount.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) County and/or consultant costs associated with direct Work coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Work; (4) costs incurred in the preparation of plans, specifications, and estimates by County or consultants; (5) construction costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the County without reimbursement: (1) County administrative costs; (2) County costs attributed to the preparation of invoices, billings and payments; (3) any County fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with Funds except as needed for staged construction of the Work.

3.2.4 Completion. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.3 County's Funding Obligation to Complete the Work. In the event that the Funds allocated to the Work represent less than the total cost of the Work, the County shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 County's Obligation to Repay Funds to RCTC. In the event that: (i) the County, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not

timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the County agrees that any Funds that were distributed to the County for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. Notwithstanding the foregoing, if funding under this Agreement is provided for project approval and environmental documentation (PA&ED) and the County determines not to complete the Work based on findings made in the PA&ED, the County shall not be required to repay that portion of the Funds that were distributed to the County for the PA&ED Work.

3.4 Work Responsibilities of the County. The County shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the scope of work attached as Exhibit "A": Project specifications and engineer's estimate (PS&E) and Project construction.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.4; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the County has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The County hereby designates Juan C. Perez, the Director of Transportation, or his or her designee, as the County's representative to RCTC. The County's representative shall have the authority to act on behalf of the County for all purposes under this Agreement and shall coordinate all activities of the Work under the County's responsibility. The County shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by County Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the County from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the County understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the County's sole risk, and that some expenditures by the County may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The County shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the County may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the County terminates this Agreement for convenience, the County shall, within 180 days, repay to RCTC in full all Funds provided to the County under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the County Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the County regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the County may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the County terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the County Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the County regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the County's uncured material breach hereof, the County shall, within 180 days, repay to RCTC in full all Funds provided to the County under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.2.2.

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

3.10 Prevailing Wages. The County and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The County shall ensure compliance with these prevailing wage requirements, if applicable, by any person or entity hired to perform the Work. The County shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and

agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the County to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 County Responsibilities. In addition to the indemnification required under Section 3.10, the County agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the County or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The County will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the County or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The County shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the County or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the County shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the County's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The County shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the County and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than \$2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and County, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and County, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than \$2,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

3.14 Procedures for Distribution of Funds to County.

3.14.1 Initial Payment by the County. The County shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the County shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the County, and documents evidencing the County's payment of the invoices or demands for payment. The County shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the County, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the County within thirty (30) days. In the event that RCTC disputes the eligibility of the County for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the County may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The County may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the County's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the County or RCTC may be requested in writing by the County and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the County or RCTC, during the term of his or her service with the County or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the County's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of County or its contractors relating to the condemnation of property undertaken by County or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

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

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

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

County

County of Riverside
4080 Lemon Street, 8th Floor
Mailing address: P.O. Box 1090
Riverside, CA 92502

RCTC

Riverside County Transportation Commission
4080 Lemon, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92502

ATTN: Director of Transportation

ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

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

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.29 Independent Contractors. Any person or entities retained by the County or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the County or contractor, whichever is applicable. The County or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The County or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

SIGNATURE PAGE
TO
AGREEMENT FOR MEASURE A
ECONOMIC INCENTIVES PROGRAM FUNDS
WITH COUNTY OF RIVERSIDE
FOR INTERSTATE 215/VAN BUREN INTERCHANGE

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

COUNTY OF RIVERSIDE

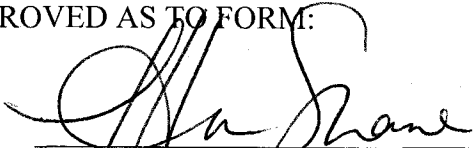
By: _____
Robert E. Magee, Chair

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By:  _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

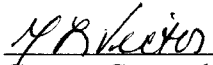
By:  9/17/09
County Counsel
Marsha L. Victor

EXHIBIT "A"

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: The following phases will be performed under this agreement: Plans Specifications & Estimates/Bidding, and Construction. The proposed improvements for the project consist of reconfiguration of the interchange, realignment of NB I-215, bridge structure replacements, and local street improvements. The proposed interchange reconstruction requires widening of Van Buren Boulevard to accommodate future traffic demand for the interchange. Van Buren Boulevard is proposed to be extended to the east, and then to the south along March Air Reserve Base (MARB) to accommodate the new interchange configuration. Auxiliary lanes will be added in both directions on I-215 from Van Buren Boulevard to Cactus Avenue and acceleration lanes will be added in both directions to the south of Van Buren Boulevard to minimize the impact to the freeway. Ramp meters will be installed to regulate the flow of traffic entering the freeway. Additionally, I-215 may require a wide median through the interchange to accommodate future plans to widen the freeway to its ultimate configuration.

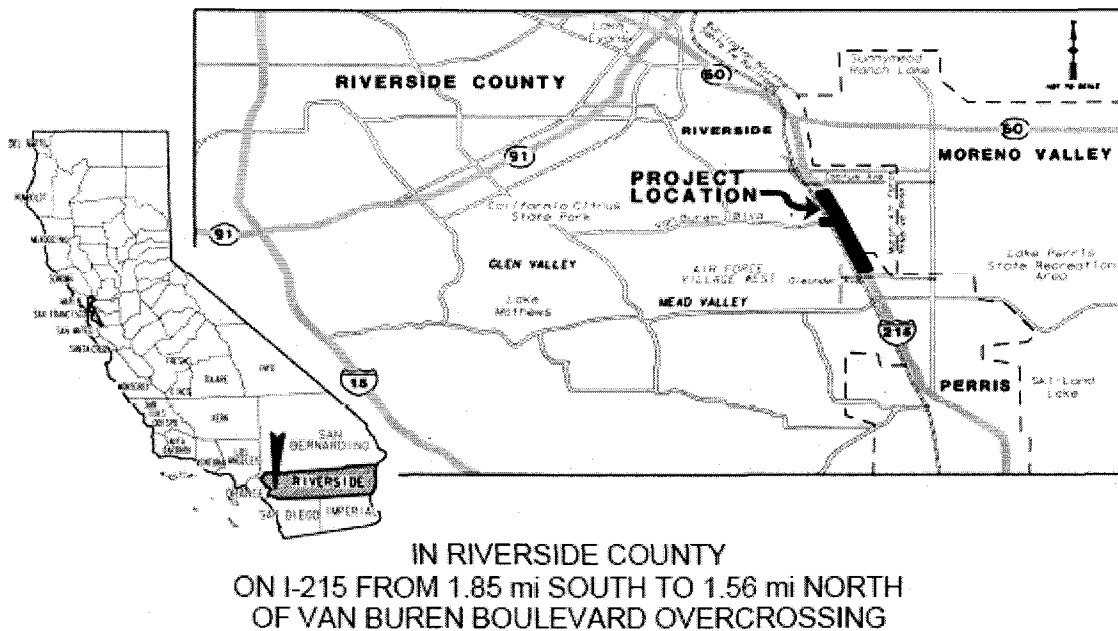


Figure 1. General Vicinity Map of the Van Buren/I-215 Interchange Project

FUNDING:

Funding for the Design (PS&E) and Bidding Phase:

- \$5,500,000 in Measure A – Economic Development Funds (or other local funds may be substituted for a portion of these funds)
- \$7,000,000 in Right of Way Donations

Funding for the Construction Phase:

- \$10,000,000 in TCIF State Bonds for Construction
- \$4,500,000 in Measure A – Economic Development Funds (or other local funds may be substituted for a portion of these funds)
- \$15,000,000 in March JPA Redevelopment Funds
- \$4,000,000 in LNR Developer Fees
- \$29,000,000 in RCTC Measure A – Regional Arterial Funds
- \$19,000,000 in Local Funds

TIMETABLE:

Begin Design Phase: 7-7-2008

End Design/Bidding Phase: 1-1-2012

Begin Construction Phase: 1-2-2012

End Project Closeout: 4-30-2014

PHASE	ECONOMIC INCENTIVES PROGRAM FUNDS	LOCAL/OTHER	TOTAL
PS&E/Bidding	\$5,500,000	\$7,000,000	\$12,500,000
Construction	\$4,500,000	\$77,000,000	\$81,500,000
TOTAL	\$10,000,000	\$84,000,000	\$94,000,000

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the County incorporate Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the County and ultimately to RCTC for reimbursement of County contractor costs.
2. Each month the County shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter.
3. Each invoice shall include documentation from each contractor used by the County for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. All documentation from the County's contractors should be accompanied by a cover letter.
4. If the County is seeking reimbursement for direct expenses incurred by County staff for eligible Work costs, the County shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "B" and its attachments.
5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.
6. Each invoice shall include a certification signed by the County Representative or his or her designee which reads as follows:

"I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____

Exhibit B

7. RCTC will pay the County within 30 days after receipt by RCTC of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.
8. The final payment under this Agreement will be made only after: (i) the County has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) the County has executed a Release and Certificate of Final Payment; and (iii) the County has provided copies of each such Release to RCTC.

EXHIBIT B-1

Elements of Compensation

For the satisfactory performance and completion of the Services under this Agreement, County will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____ INSERT WRITTEN DOLLAR AMOUNT____) (\$____ INSERT NUMERICAL DOLLAR AMOUNT____) without written approval of County's Executive Director ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____

(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is \$ _____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

<u>ITEM</u>	<u>REIMBURSEMENT RATE</u>
	<i>[__ insert charges __]</i>
Per Diem	\$ /day
Car mileage	\$ /mile
Travel	\$ /trip
Computer Charges	\$ /hour
Photocopies	\$ /copy
Blueline	\$ /sheet
LD Telephone	\$ /call
Fax	\$ /sheet
Photographs	\$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to County's office must have County's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

- 2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.
- 2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify County in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION RANGE OF HOURLY RATES

[sample]

Principal	\$.00 - \$.00/hour
Project Manager	\$.00 - \$.00/hour
Sr. Engineer/Planner	\$.00 - \$.00/hour
Project Engineer/Planner	\$.00 - \$.00/hour
Assoc. Engineer/Planner	\$.00 - \$.00/hour
Technician	\$.00 - \$.00/hour
Drafter/CADD Operator	\$.00 - \$.00/hour
Word Processor	\$.00 - \$.00/hour

- 2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

- 3.1 Each month the Consultant shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to County's Executive Director with two (2) copies to County's Project Coordinator.
- 3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by County's Representative.

- 3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.
- 3.4 A charge of \$500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to County such as invoices, telephone logs, etc.
- 3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.
- 3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.
- 3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____
 Title _____
 Date _____
 Invoice No. _____

4. PAYMENT

- 4.1 County shall pay the Consultant within four to six weeks after receipt by County of an original invoice. Should County contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.
- 4.2 The final payment for Services under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.