

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

317A



FROM: TLMA - Transportation Dept.

SUBMITTAL DATE:
March 4, 2010

SUBJECT: Measure A Funding Agreement between the County of Riverside Transportation Department (County) and the Riverside County Transportation Commission (RCTC) for State Route 79 Improvements, Thompson Road to Domenigoni Parkway (RCTC Agreement No. 10-72-035-00).

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Measure A Funding agreement between the County and RCTC, and;
2. Authorize the Chairman to execute the same.

BACKGROUND: The proposed project consists of widening SR-79 from Thompson Road to Domenigoni Parkway from two to four lanes, for approximately 8 miles. Winchester Road (SR-

Juan C. Perez
Director of Transportation

BEC
(Continued on next page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 2,100,000	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: Measure A (100%)				Positions To Be Deleted Per A-30 <input type="checkbox"/>
				Requires 4/5 Vote <input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
3/9/10
DATE

Departmental Concurrence

Policy Policy

Consent Consent

Dept't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.

District: 3

Agenda Number:

3.39

The Honorable Board of Supervisors

RE: Measure A Funding Agreement between the County of Riverside Transportation Department (County) and the Riverside County Transportation Commission (RCTC) for State Route 79 Improvements, Thompson Road to Domenigoni Parkway (RCTC Agreement No. 10-72-035-00)

March 4, 2010

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79) is a major north-south corridor in Southwest Riverside County. This project will improve travel through the corridor and ease congestion caused by the significant increase in traffic volume.

This agreement between the Riverside County Transportation Commission (RCTC) and the County of Riverside, will commit up to \$2,100,000 in Measure A funds for right of way costs. This agreement also establishes the terms and conditions for reimbursement of project expenditures.

Appraisals have been completed and property acquisition is currently underway. The project has been split into two phases to expedite construction. The first phase of construction will be between Scott Road and Domenigoni Parkway. The second phase will widen Winchester Road (SR-79N) south from Scott Road to Thompson Road.

The Transportation Department is continuing to work with RCTC to secure additional funding for this project. There are approximately \$20 million in Federal funds for this project that will make it possible to deliver these significant improvements, but has added substantially to the delivery schedule in order to comply with Federal requirements.

Project No. B40527

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION
MEASURE A FUNDING AGREEMENT
WITH
COUNTY OF RIVERSIDE
FOR
THE STATE ROUTE 79 IMPROVEMENT PROJECT
BETWEEN
THOMPSON ROAD AND DOMENIGONI PARKWAY**

1. Parties and Date.

1.1 This Agreement is entered into on this ____ day of _____, 2010 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 On November 8, 1988 the Voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax (the "Tax") to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.2 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Tax in furtherance of the Plan.

2.4 County is undertaking a project to improve the State Route 79 between Thompson Road and Domenigoni Parkway by adding one lane in each direction, as more specifically described in Exhibit "A" (the "Project").

2.5 County has requested that RCTC assist in funding right of way acquisition costs for the Project in the total sum of Two Million One Hundred Thousand Dollars (\$2,100,000).

2.6 The RCTC desires to assist County with the funding of the Project, subject to the terms and conditions set forth in this Agreement.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute Funds to County for right of way acquisition costs related to the Project (“the Work”). It is understood and agreed that 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 County, on the terms and conditions set forth herein, a sum not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000) to be used exclusively for reimbursing County for eligible Work expenses as described herein (“Funding Amount”). 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 reasonable costs incurred for the right of way acquisition activities necessary for the Project, including the following: right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by County, and costs of reviewing appraisals and offers for property acquisition and costs reasonably incurred if condemnation proceeds.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by 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 part of County’s right of way acquisition activities for the Project.

3.2.3 No Use of Funds for Temporary Improvements; Reimbursement for Unused Parcels. Only segments or components of the Work that are intended to form part of or be integrated into the Project may be funded by Funds. No right-of-way acquisition shall be made with Funds for any improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities. Following recordation of the Certificate of Completion for the Project, County shall be responsible for promptly reimbursing RCTC for any Funds which were used to acquire parcels which are completely unused in the Project. If County funds other than Funds were used to purchase such parcels, those local funds shall be considered in determining the reimbursement amount.

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, 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) County, for any reason, determines not to proceed with or complete the Project; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; County agrees that, unless otherwise agreed upon by the Parties, any Funds that were distributed to 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.

3.4 Responsibilities of County. County shall be responsible for complying with all applicable local, State and Federal laws, rules and regulations applicable to the Work and the Project.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) termination of this Agreement pursuant to Section 3.9; or (ii) County has fully satisfied its obligations under this Agreement. All indemnification provisions of this Agreement and Sections 3.23, 3.3 and 3.12.3 shall remain in effect following the expiration or 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. County hereby designates Juan C. Perez, the Director of Transportation, or his or her designee, as County's representative to RCTC. County's representative shall have the authority to act on behalf of County for all purposes under this Agreement and shall coordinate all activities of the Work under County's responsibility. 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 County from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, County understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at County's sole risk, and that some expenditures by County may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. 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 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 County terminates this Agreement for convenience, County shall, unless otherwise agreed upon by the Parties, within 180 days, repay to RCTC in full all Funds provided to County under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to County Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from 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 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 County terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to County Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from County regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to County's uncured material breach hereof, County shall, within 180 days, unless otherwise agreed upon by the Parties, repay to RCTC in full all Funds provided to 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. 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. County shall ensure compliance with these prevailing wage requirements, if applicable, by any person or entity hired to perform the Work. 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 County to provide RCTC with progress reports concerning the status of the Work and/or the Project.

3.12 Indemnification.

3.12.1 County Responsibilities. County shall indemnify and hold RCTC, its directors, officials, officers, agents, consultants and employees and free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any acts, omissions or willful misconduct of County, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Work, the Project or this Agreement, including without limitation, the payment of all consequential damages, attorneys fees and other related costs and expenses. County shall defend, at County's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RCTC, its directors, officials, officers, agents, consultants and employees. County shall pay and satisfy any judgment, award or decree that may be rendered against RCTC or its directors, officials, officers, agents, consultants and employees, in any such suit, action or other legal proceeding. County shall reimburse RCTC and its directors, officials, officers, agents, consultants and employees for any and all legal expenses and costs, including reasonable attorney's fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. County's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RCTC or its directors, officials, officers, agents, consultants, and employees. County's obligation to indemnify and defend RCTC shall survive expiration or termination of this Agreement.

3.12.2 County Consultants. County shall, in all of its contracts for the Work to be funded under this Agreement, require that RCTC be added as an indemnified party under County's standard indemnification clause in such contracts.

3.12.3 Effect of Acceptance. County shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work and the Project. RCTC's review, acceptance or funding of the Work shall not create any liability or responsibility for the Work on the part of RCTC, nor shall such review, acceptance or funding 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, County shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by County's performance of this Agreement or supervision of any services provided to complete the Work or the Project.

3.13 Insurance. 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 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.

Procedures for Distribution of Funds to County.

3.14.1 Initial Payment by County. County shall be responsible for initial payment of all Work costs as they are incurred. Following payment of such Work costs, 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 County, and documents evidencing County's payment of the invoices or demands for payment. 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 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 County within thirty (30) days. In the event that RCTC disputes the eligibility of 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, County may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. 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 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 County or RCTC may be requested in writing by 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 County or RCTC, during the term of his or her service with 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 County's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation or liability with respect to the safety, accuracy or quality of any Work or services performed as part of the Project. In addition, RCTC shall not be liable for any action of County or its contractors relating to any condemnation of property undertaken by County as part of the Project, or construction related to the Project.

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. Venue shall be in Riverside County.

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

Riverside County Transportation Commission
4080 Lemon, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92502
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 County or any contractor of County shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work and/or the Project shall at all times be under the exclusive direction and control of County or County's contractor, whichever is applicable. County or County's 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. County or County's contractor 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.

3.30 Compliance with State and/or Federal Funding Requirements. County shall, in carrying out the Work, comply with all applicable requirements related to any State and/or Federal funding sources allocated to the Project.

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

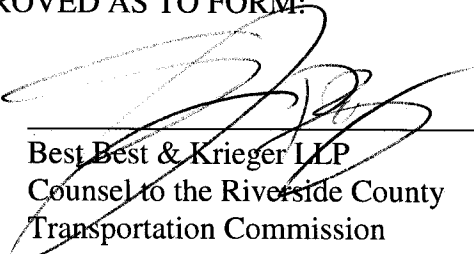
**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Bob Buster, Chairman

COUNTY OF RIVERSIDE

By: _____
Title: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

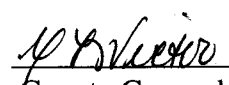
By:  3/9/10
County Counsel
Marsha L. Victor, Deputy

EXHIBIT "A"

PROJECT DESCRIPTION, SCOPE OF WORK, FUNDING AND TIMETABLE

PROJECT:

The Project is to widen State Route 79 between Thompson Road and Domenigoni Parkway from 2 lanes to 4 lanes and add a striped median with continuous left turn lanes.

SCOPE OF WORK:

The Scope of Work to be funded under this Agreement is the acquisition of right of way for the Project.

FUNDING:

PHASE	MEASURE A FUNDS	LOCAL/OTHER	TOTAL
Right of Way Acquisition	2,100,000	*4,326,000	6,426,000

*TUMF Regional Arterial Funds

TIMETABLE:

The Right of Way Phase which was started in April 2006 is estimated to be completed in March 2010. Construction is estimated to start in July 2010.

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that County incorporate Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to County and ultimately to RCTC for reimbursement of County contractor costs.
2. Each month 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 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 County's contractors should be accompanied by a cover letter.
4. If County is seeking reimbursement for direct expenses incurred by County staff for eligible Work costs, 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 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. _____

7. RCTC will pay 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) County has obtained a Release and Certificate of Final Payment from each contractor or consultant used on the Work; (ii) County has executed a Release and Certificate of Final Payment; and (iii) 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>
	[<u>insert charges</u>]
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.