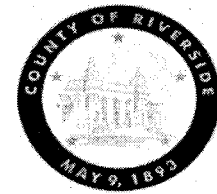


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.38
(ID # 2686)

MEETING DATE:

Tuesday, January 17, 2017


FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA- TRANSPORTATION: Approval of the Agreement between the County of Riverside and the Riverside County Transportation Commission for the Funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/State Route 74/Nichols Road Corridor Project located within the Communities of Perris, Menifee, and Lake Elsinore. 1st and 5th District; [\$2,000,000 - Total Cost] Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement between the County of Riverside (County) and the Riverside County Transportation Commission (RCTC) for the funding of Measure A Western County New Corridors Improvement Study of the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor Project; and
2. Authorize the Chairman of the Board to execute the same.

ACTION: Policy


Patricia Romo, Director of Transportation 11/7/2016


FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 2,000,000	\$ 0	\$ 2,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Regional Measure A (100%). There are no General Funds used on this project.			Budget Adjustment:	No
			For Fiscal Year:	16/17 – 17/18

C.E.O. RECOMMENDATION: Approve

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: January 17, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 

3.38

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

BACKGROUND:

Summary

The Ethanac Road/SR-74/Nichols Road Corridor (now referred to as the Ethanac El Toro Expressway) is a critically important intra-county route. It connects the cities of Hemet, San Jacinto, Menifee, Perris and Lake Elsinore, and the unincorporated communities of Winchester, Homeland, Romoland, Goodhope, Meadowbrook, and Warm Springs.

The Ethanac El Toro Expressway will function as a primary east-west, non- freeway arterial route that will provide connectivity between Interstate 15 (I-15) and Interstate 215 (I-215). This new corridor would save about five (5) miles of circuitous travel along SR-74 through Perris and Lake Elsinore, through heavily-traveled, developed areas with numerous driveways and access points that are not conducive to the efficient movement of regional traffic.

The extension of Ethanac Road as a direct route would require building about a two-mile "missing link" from where the road terminates at the east bank of the San Jacinto River westerly to connect to SR-74 in Meadowbrook. The Nichols connection through Warm Springs to SR-74 would include building about 1.5 miles of new road.

Some of the improvements are currently in the planning/development stage and are proceeding forward under City and/or Developer projects. The County and the cities of Lake Elsinore, Menifee and Perris wish to conduct a planning level study (Project Study Report Equivalent) of the Ethanac El Toro Expressway Corridor. The study will need to be a comprehensive corridor study that evaluates multimodal options including transit and active transportation concepts, as these mobility options are essential components of a comprehensive system.

Through this agreement, RCTC will provide \$2,000,000 in funding for the preparation of this Study that will analyze the Ethanac El Toro Expressway Corridor and provide appropriate recommendations for proceeding forward with the project.

The terms of the agreement also specify that \$1,000,000 in additional matching funds will be shared between the County and Cooperating Agencies which includes the cities of Perris, Menifee and Lake Elsinore. A subsequent agreement will be processed to define the local funding participation shares for each of the Cooperating Agencies and the County at a future date when funds are needed for development of the project.

County Counsel has approved the Agreement as to form.

Project Number C3-0092

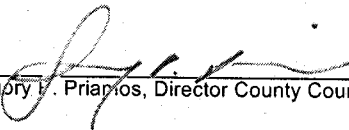
Impact on Residents and Businesses

Regional transportation facilities are essential to public health, safety, and welfare. The proposed Ethanac El Toro Expressway will provide a significant benefit for east-west regional transportation.

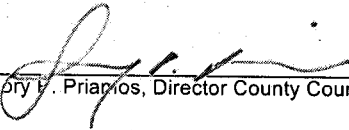
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

ATTACHMENTS:

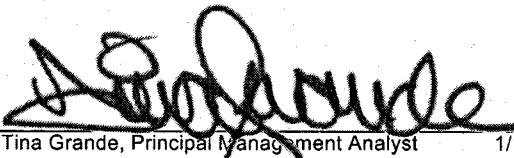
Project Location Map
Agreement



Gregory V. Priamos, Director County Counsel 12/5/2016



Gregory V. Priamos, Director County Counsel 12/5/2016



Tina Grande, Principal Management Analyst 1/10/2017

El Toro Ethanac Expressway

Project Location and Study Area



2686 1/17/17

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, CA 92502-1147
Thank you.

Agreement No. 16-31-102-00

**AGREEMENT WITH THE COUNTY OF RIVERSIDE
FOR THE FUNDING OF
MEASURE A WESTERN COUNTY
NEW CORRIDORS IMPROVEMENT STUDY
OF THE
ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT**

1. Parties and Date.

1.1 This Agreement is executed and entered into this 13th day of Feb., 2016⁷, 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").

2.3 Measure A allocates \$370 million in matching funding for four new transportation corridors in Western Riverside County ("New Corridors") identified as necessary through the Community Environmental Transportation Approval Process (CETAP). The Measure A funds are to be made available to leverage local, state and federal funding for environmental clearance, right of way, and construction of the New Corridors.

2.4 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 Western County New Corridors funds ("New Corridors Funds"), subject to the conditions provided herein, and to participate with the County, as the lead agency, and the cities of Lake Elsinore, Menifee, and Perris in the joint development of the study of the Ethanac Road/State Route 74 (SR-74)/Nichols Road Corridor ("Corridor") project, as detailed herein.

2.6 The Corridor is a proposed east-west corridor along SR-74/Ethanac Road that would serve as a direct route between Antelope Road in Romoland and SR-74 in Meadowbrook. The Corridor would establish a new connection from SR-74 to Interstate 15 ("I-15") via Nichols Road and eliminate circuitous detours thereby providing an efficient east-west route between Interstate 215 ("I-215") and I-15. The Corridor to be studied would include a two-mile missing link, bridge crossing, grade separation, and approximately 1.5 miles of new road.

2.7 The "Project" is a comprehensive study of the Corridor that evaluates multimodal options including transit and active transportation concepts. The outcome of the Project may result in designating the Corridor as one of the primary east-west new transportation corridors between I-215 and I-15 identified in Measure A and the CETAP eligible for funding.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute New Corridors Funds to the County for the project study report equivalent document for the Corridor ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the County and approved by RCTC. The Work shall be consistent with the following defined RCTC Call for Projects phases: PA&ED – Project Approvals & Environmental Document.

It is understood and agreed that the County shall expend New Corridors 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 Two Million Dollars (\$2,000,000), 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 New Corridors Funds in excess of the maximum authorized in this section.

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; and (3) funds expended for preparation of environmental review documentation for the Work. In the event of a disagreement between the Parties regarding the reimbursement of New Corridors Funds under this section, either party may appeal, in writing, to the RCTC Board, whose decision shall be final.

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 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional New Corridors Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The County shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the Director of Transportation or his or her designee shall be authorized to execute any such amendment.

3.3 County's Funding Obligation to Complete the Work. In the event that the New Corridors 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 New Corridors 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 New Corridors 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 which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The County acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the County, in an amount not to exceed the total of the funds distributed to the County, and/or initiate legal action to compel repayment, if the County fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 County's Local Match Contribution. The County shall provide at least One Million dollars (\$1,000,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the County's Request submitted to RCTC on September 30, 2014.

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 Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the consultant for the Work; and (ii) all consultant administration of the Work activities undertaken, taking into consideration available funding, including New Corridors Funds.

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 3.2.3; (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 its 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 New Corridors 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 New Corridors 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 New Corridor 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 New Corridors 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 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 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 \$1,000,000.00 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 New Corridors 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.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the County in an amount in excess of the maximum New Corridors Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the County shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

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.

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. 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
Transportation Department
4080 Lemon St., 8th Floor
Riverside, CA 92501

ATTN: Patricia Romo

RCTC
Riverside County Transportation Commission
4080 Lemon, 3rd Floor
Mailing address: P.O. Box 12008
Riverside, CA 92502-2208
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.

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

3.29 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.

3.30 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.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

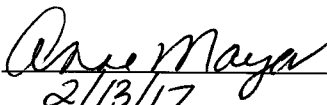
3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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


[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT WITH THE COUNTY OF RIVERSIDE
FOR THE FUNDING OF
MEASURE A WESTERN COUNTY
NEW CORRIDORS IMPROVEMENT STUDY
OF THE
ETHANAC ROAD/SR-74/NICHOLS ROAD CORRIDOR PROJECT**

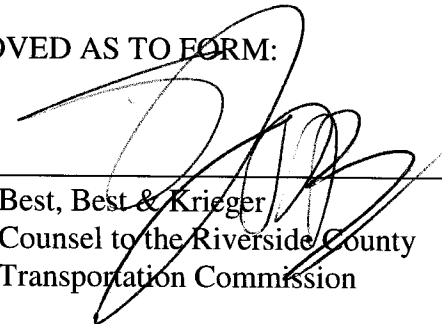
**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: 
Dated: 2/13/17
Anne Mayer
Executive Director

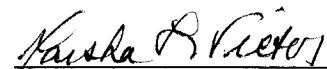
**COUNTY OR RIVERSIDE
Recommended for Approval:**

By: 
Dated: 11-3-16
Patricia Romo
Director of Transportation

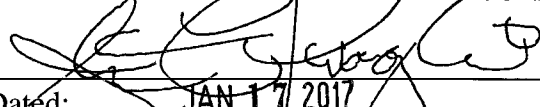
APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: 
Dated: 12/5/16 *Chief Deputy*
County Counsel, Riverside County

APPROVAL BY BOARD OF SUPERVISORS:


Dated: JAN 17 2017
Printed Name **JOHN TAVAGLIONE**
Chairman
Riverside County Board of Supervisors

ATTEST:

Dated: JAN 17 2017


ATTEST:
KECIA HARPER-IHEM, Clerk
By: 
HEALTHY

EXHIBIT "A"

SCOPE OF WORK, FUNDING AND TIMETABLE

SCOPE OF WORK: The Project is to prepare a Project Study Report Equivalent ("PSRE") document for a proposed east-west corridor along State Route 74 ("SR-74")/Ethanac Road called the Ethanac Road/SR-74/Nichols Road Corridor ("Corridor"), which would serve as a direct route between Antelope Road in Romoland and SR-74 in Meadowbrook, establish a new connection from SR-74 to Interstate 15 ("I-15") via Nichols Road, and eliminate circuitous detours, thereby providing an efficient east-west route between Interstate 215 ("I-215") and I-15. The Corridor to be studied would include a two-mile missing link, bridge crossing, grade separation, and approximately 1.5 miles of new road. The Project is a comprehensive corridor study that evaluates multimodal options including transit and active transportation concepts, as these mobility options are essential components of a comprehensive system. The outcome of the Project may result in designating the Corridor as one of the primary east-west new transportation corridors between I-215 and I-15 identified in Measure A and the CETAP eligible for funding.

FUNDING:

PHASE	New Corridors Fund	LOCAL	STATE/FEDERAL	TOTAL
PSRE	\$2,000,000	\$1,000,000	\$0	\$3,000,000

TIMETABLE:

PHASE	START	END	COMMENTS
PSRE	Sep 30, 2016	Dec 30, 2017	see below

Comments:

- Consultant expected to be under contract in September, 2016.
- Time to produce PSRE has been assumed at about 18 months. Caltrans is not expected to be involved in the PSRE, which should shorten the timeframe. However, County is planning on significant outreach and coordination which will extend the timeframe.

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 in a format substantially similar to that of Exhibit "B-2".
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. A sample progress report is attached as Exhibits "B-4". All documentation from the County's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3".
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. _____

7. RCTC will pay the County within 30 days after receipt by the Commission 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 Work 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 County Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work 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 Work 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 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the County. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

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 Work performed during the preceding month. The original invoice shall be submitted to County's County Engineer 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 Work, 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.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "B-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the County of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	\$0,000,000.00
Total Invoiced to Date:	\$0,000,000.00
Total Previously Invoiced:	\$0,000,000.00
Balance Remaining:	\$0,000,000.00

Amount due this Invoice: **\$0,000,000.00**
=====

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

By: _____
Name
Title

cc:

EXHIBIT "B-3"

Sample Letter from Contractor to County

Month/Date/Year

Attn: Accounts Payable

Invoice # _____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	\$000,000.00
Authorized Extra Work (if Applicable)	\$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	\$000,000.00
Total Invoice to Date:	\$000,000.00
Total Previously Billed:	\$000,000.00
Balance Remaining:	\$000,000.00
Amount Due this Invoice:	\$000,000.00
	=====

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

By: _____
Name
Title

EXHIBIT "B-4"
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL

1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL

1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments