

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



**ITEM: 3.38  
(ID # 14006)**

**MEETING DATE:**  
Tuesday, December 08, 2020


**FROM:** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION  
DEPARTMENT: Approval of the Agreement by and Between the County of  
Riverside and Riverside County Transportation Commission to Advance the  
Construction Funds for the Hamner Avenue Bridge Replacement Project. District  
2. [\$52,131,000 Total Cost - RCTC 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement by and Between the County of Riverside and Riverside County Transportation Commission to Advance the Construction Funds for the Hamner Avenue Bridge Replacement Project and authorize the Chairman of the Board to execute the same.

**ACTION: Policy**

  
Patricia Romo, Director of Transportation 11/23/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: December 8, 2020  
xc: Transp.

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 9,000,000	\$ 31,000,000	\$ 52,131,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> RCTC (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21-23/24	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The County of Riverside (County) in cooperation with the Riverside County Transportation Commission (RCTC), the Cities of Eastvale (Eastvale) and Norco (Norco) are proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River, with a new, longer and wider bridge to enhance safety and improve traffic circulation. Hamner Bridge is located within the City of Norco near the southern border of the City of Eastvale. The County has been designated as the Responsible Agency for the project due to the expertise the County has in delivering large complex federally funded projects.

On April 28, 2017, Governor Brown signed Senate Bill (SB) 132, creating and funding the Riverside County Transportation Efficiency Corridor consisting of five projects in Western Riverside County, including \$6.3 million for the Hamner bridge project. SB132 requires that the funds be expended by June 30, 2023.

The Hamner bridge replacement project qualified to receive Federal Highway Bridge Program (HBP) funds through Caltrans in the amount of \$54,507,921, however the HBP funds are limited to \$300 million per year statewide and the program is severely oversubscribed. Since the HBP is fiscally constrained, an annual schedule for disbursement of funds was established in accordance with available programming capacity. Caltrans has scheduled the obligation of HBP construction funds for the Hamner Bridge Project over a five-year period as shown below:

<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>FY 22/23</b>	<b>FY 23/24</b>	<b>Total</b>
\$10,000,000	\$5,300,000	\$0	\$19,603,961	\$19,603,960	<b>\$54,507,921</b>

As programmed, sufficient HBP funding will not be available to cover project costs as they are incurred, but should be available by the end of fiscal year 23/24. Since the project is not in the County's jurisdiction, the County cannot commit any of its own funds to deliver the project.

At the January 23, 2020 Riverside County Transportation Commission (RCTC) executive committee meeting, the commission approved a loan of \$33,463,000, to the County, to help with the cash flow deficit created by the oversubscribed HBP program. Then at the November 12, 2020 RCTC executive commission meeting, the commission approved an increase in the loan amount, up to \$52,131,000 due to Caltrans not being able to authorize the federal HBP funds

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

for fiscal years 19/20 and 20/21, as originally planned.

While considering the severe federal HBP funding constraints and the possibility of project delays jeopardizing the SB 132 funds (with an expiration date of expenditure of June 30, 2023), RCTC has agreed to advance the construction funds to help augment federal HBP funds on an as-needed basis not to exceed the amount of \$52,131,000.

This Agreement between the County and RCTC, outlines the terms and conditions by which the advancement of the funds will be provided to the County.

On October 7, 2020 the County open bids for construction of the Hamner bridge project. The construction contract award is a companion item on today's Board agenda. This project is scheduled to begin construction in early January 2021 and is expected to be completed in 20 months.

Project Number: B7-0754

**Impact on Residents and Businesses**

The proposed improvements will improve safety, enhance operational efficiency for pedestrians and local traffic on Hamner Avenue.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

This Agreement between the County and RCTC advances the funds as needed (not to exceed \$52,131,000) to augment the federal HBP funds for the construction of this project. The County will reimburse RCTC for the advance funds used for construction, once the federal HBP funds are received by the County and the project has been closed out.

The RCTC funds that will be advanced until HBP funds become available, in combination with SB132 funds, and WRCOG TUMF funds, will fully fund the construction costs for the Hamner bridge project.

There are no General Funds used for this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Vicinity Map  
Agreement

  
Jason Farin, Principal Management Analyst

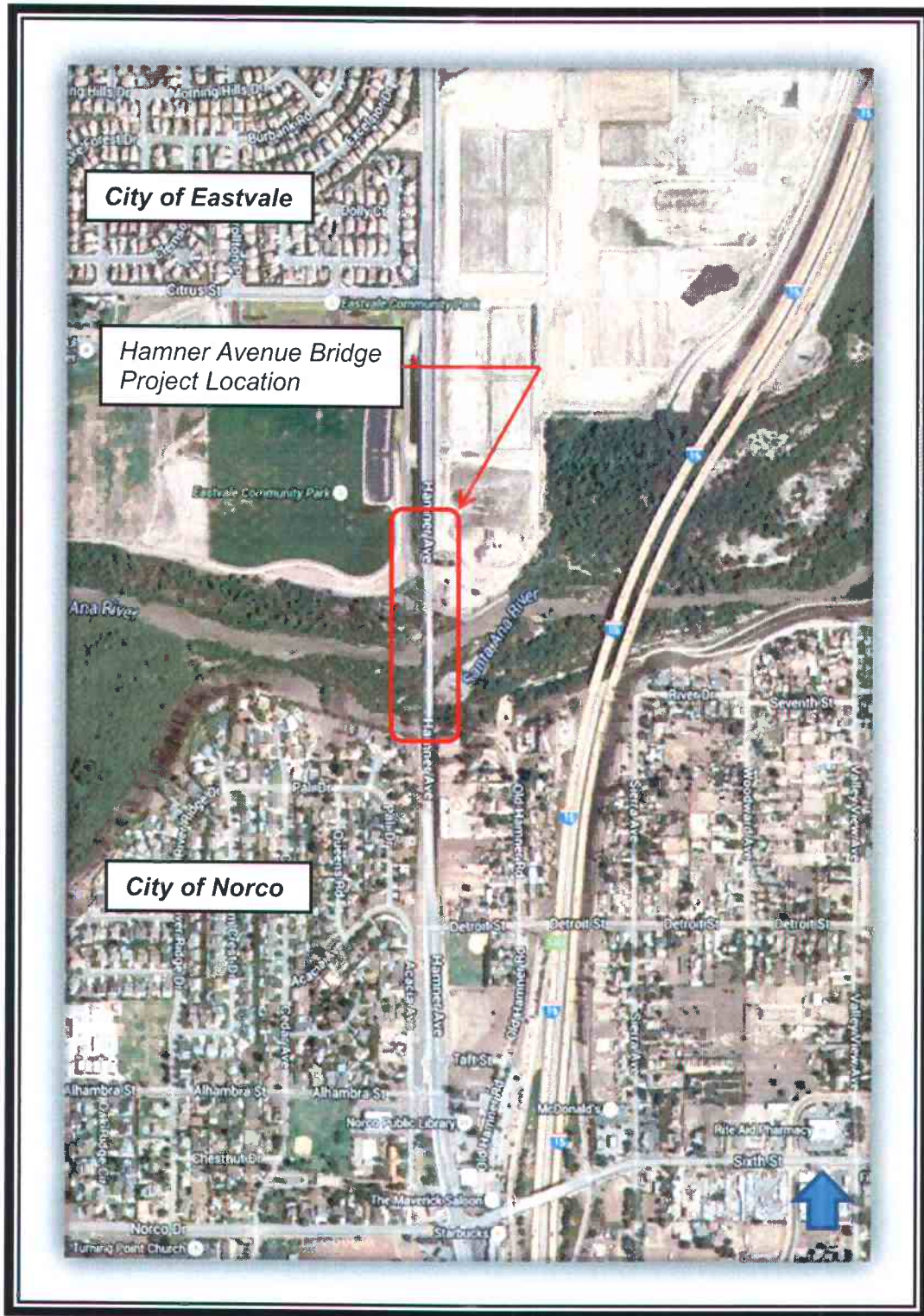
12/2/2020

  
Gregory V. Priarios, Director County Counsel

12/1/2020



**Hamner Avenue Bridge Replacement  
Over Santa Ana River**



**VICINITY MAP**

CLERK'S COPY

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

**Hamner Avenue Bridge Replacement Project Loan Agreement  
RCTC Agreement No. 21-72-026-00**

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AGREEMENT

BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

TO

ADVANCE THE CONSTRUCTION FUNDS

FOR

HAMNER AVENUE BRIDGE REPLACEMENT PROJECT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Riverside, a political subdivision of the State of California (hereinafter "COUNTY"), and Riverside County Transportation Commission, a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053, (hereinafter "RCTC") to advance a loan for construction to the COUNTY for the Hamner Avenue Bridge Replacement Project (hereinafter "PROJECT"). The COUNTY and RCTC are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. On March 8, 2016, a Service Agreement by and among the COUNTY, City of Eastvale (EASTVALE), and City of Norco (NORCO) was approved, to perform and complete the preliminary engineering and environmental documentation, also known as Project Approval and Environmental Documentation (PA/ED) for the PROJECT ("Service Agreement"). The Service Agreement designated NORCO as the lead agency in adopting the California Environmental Quality Act (CEQA) document. The COUNTY was designated as the responsible agency for performing the preliminary engineering and environmental documentation.
- B. On April 28, 2017, Governor Brown signed Senate Bill (SB) 132, creating and funding the Riverside County Transportation Efficiency Corridor consisting of five projects in Western Riverside County, including the PROJECT funded for \$6.3 million.
- C. On July 17, 2018, Amendment 1 to the Service Agreement was approved and defined the terms and conditions by which the PROJECT would be financed. RCTC was added as a party to this Agreement for

the administration and distribution of SB 132 funds.

- D. On January 29, 2019, Amendment 2 to the Service Agreement was approved to authorize the COUNTY to proceed with geotechnical investigations, environmental permitting, final design, preparation of bid documents, and engineering services during construction. This amendment provided the terms and conditions, a brief scope of work, the budget, and the funding sources to implement all four phases of the PROJECT, PA/ED, Design (PS&E), Right of Way, and Construction.
- E. The PROJECT qualified to receive federal Highway Bridge Program (HBP) funds through the California Department of Transportation (CALTRANS). These funds are being administered by the COUNTY. HBP funds are limited to approximately \$300 million per year statewide. CALTRANS has developed a separate obligation process for high cost bridge projects, which are defined as a bridge project with federal funds for a right of way or construction phase in excess of \$20 million.
- F. A High Cost Commitment Letter agreement was approved on October 19, 2019 by CALTRANS and CALTRANS programmed the HBP construction funds for the PROJECT over a five-year period as follows:

**Caltrans' Projected Obligation of HBP Funds**

FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	Total
\$10,000,000	\$5,300,000	\$0	\$19,603,961	\$19,603,960	<b>\$54,507,921</b>

- G. As programmed, sufficient HBP funding will not be available to cover PROJECT costs as they are incurred, but should be available by the end of the five-year obligation period. Since the PROJECT is not in the COUNTY's jurisdiction, the COUNTY cannot commit any of its own funds to deliver the PROJECT. On January 23, 2020, RCTC approved a loan of \$33,463,000 to the COUNTY to help with the cash flow deficit created by the programmed federal HBP funds established in the High Cost Commitment Letter agreement.
- H. On October 7, 2020, the COUNTY opened bids for the PROJECT. Based on the lowest responsible bid and the estimated construction engineering cost, the total estimated construction cost is \$61.7 million.
- I. Due to CALTRANS not authorizing the federal HBP funds for federal fiscal years 19/20 and 20/21 in the amount of \$15.3 million as programmed, on November 12, 2020, RCTC approved an increase in the loan to the COUNTY in the amount of \$18,668,000, for a total not to exceed loan amount of \$52,131,000 to ensure this critical regional bridge project is delivered on schedule and meets the requirements set forth by CALTRANS for the HBP funds and the SB 132 legislative requirements to fully expend funds by June 30,



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2023.

- J. Said construction loan (LOAN) will be made by RCTC using one or both of the following funding sources: 2009 Measure A Western County Regional Arterial (MARA) and Transportation Uniform Mitigation Fees-Regional Arterial (TUMF) funds. The PROJECT is a project eligible for funding under both of these funding sources.
- K. The funds shall be used to finance improvements to the PROJECT more particularly described in Exhibit A attached hereto.
- L. COUNTY and RCTC desire to define herein the terms and conditions under which the LOAN is to be administered and coordinated.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

**SECTION 1 • RCTC AGREES:**

- 1. To distribute the LOAN to the COUNTY in advance of the federal HBP funds, on the terms and conditions set forth herein, in a sum not to exceed Fifty-Two Million One Hundred Thirty-One Thousand Dollars (\$52,131,000) to construct the PROJECT.
- 2. To reimburse the COUNTY within 30 days, pursuant to COUNTY invoices, for PROJECT costs associated with the federal HBP funds.
- 3. Not to be responsible or liable for providing any funding for the PROJECT other than those funds made available pursuant to this LOAN in advance of the federal HBP funds.

**SECTION 2 • COUNTY AGREES:**

- 1. To use the LOAN only for the PROJECT and only for the purposes as identified in this Agreement.
- 2. To repay LOAN to RCTC upon receiving the federal HBP funds from CALTRANS. The COUNTY shall, within ten (10) business days, transfer any and all federal HBP funds received from CALTRANS to RCTC toward repayment of the LOAN, even if such sums will only repay the LOAN in part. Such transfers shall continue until the full amount of the LOAN has been repaid.
- 3. Maintain a standard and modern system of accounting in accordance with generally accepted accounting principles on a basis consistently maintained and furnish RCTC annual audited financial statements and such other information relating to the affairs of the COUNTY or the uses of the LOAN as RCTC reasonably

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- may request from time to time.
4. To permit, at any reasonable time, upon reasonable notice, qualified personnel designated by RCTC in writing, to inspect any projects funded by the LOAN and any records maintained in connection therewith. RCTC shall have no duty to make any such inspection and shall not incur any liability or obligation by reason of making or not making any such inspection.
  5. To promptly notify RCTC in writing of the occurrence of any Event of Default hereunder or of any event which would become an Event of Default hereunder upon giving of notice, lapse of time, or both.
  6. To be responsible for initial payment of all the PROJECT costs as they are incurred. Following payment of such PROJECT costs, the COUNTY shall submit invoices to RCTC requesting reimbursement of those eligible costs described under this Agreement. 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.
  7. To the following representations and warranties, which shall be deemed to be continuing representations and warranties so long as the LOAN remains outstanding:
    - i. The execution, delivery and performance of this Agreement is duly authorized and does not require the further consent or approval of any body, board or commission or other authority.
    - ii. The execution, delivery and performance of the LOAN does not contravene or conflict with any constitutional provision, law, statute, regulation, or any agreement, indenture or undertaking to which the COUNTY is a party or by which it or the HBP funds may be bound or affected, and does not and will not cause any lien, charge or other encumbrance to be created or imposed upon the HBP funds by reason thereof.
    - iii. There is no litigation or other proceeding pending or threatened against or affecting the COUNTY and relating to the LOAN or the transactions contemplated herein or thereby.

**SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

1. Upon receipt of an invoice from the COUNTY, RCTC may request additional documentation or explanation of the PROJECT 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



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2 reimbursement of all or a portion of an invoiced amount, the PARTIES shall meet and confer in an attempt  
3 to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the COUNTY  
4 may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The  
5 COUNTY may appeal the decision of the Executive Director to the full RCTC Board, the decision of which  
6 shall be final. Additional details concerning the procedure for the COUNTY's submittal of invoices to RCTC  
7 and RCTC's consideration and payment of submitted invoices are set forth in Exhibit B, attached hereto.

- 8 2. If a post PROJECT audit or review indicates that RCTC has provided reimbursement to the COUNTY in an  
9 amount in excess of the LOAN, or has provided reimbursement of ineligible PROJECT costs, the COUNTY  
10 shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.
- 11 3. In the event of any arbitration, action or suit brought by any party against any other party by reason of any  
12 breach on the part of the breaching party of any of the covenants and agreements set forth in this  
13 Agreement, or any other dispute between the PARTIES, or any of them, concerning this Agreement, the  
14 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to  
15 have and recover from the losing party all costs and expenses or claims, including but not limited to  
16 attorney's fees and expert witness fees. This section shall survive any termination of this Agreement.
- 17 4. Neither the COUNTY, nor RCTC, shall assign this Agreement without the written consent of the others.
- 18 5. This Agreement is the result of negotiations between the PARTIES hereto, and the advice and assistance  
19 of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by  
20 RCTC or COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this  
21 Agreement shall not be construed against the party that prepared it in its final form.
- 22 6. Any waiver by COUNTY or RCTC of any breach by any other party of any provision of this Agreement shall  
23 not be construed to be a waiver of any subsequent or other breach of the same or any other provision  
24 hereof. Failure on the part of COUNTY or RCTC to require from any other party exact, full and complete  
25 compliance with any of the provisions of this Agreement shall not be construed as in any manner changing  
26 the terms hereof, or stopping COUNTY or RCTC from enforcing this Agreement.
- 27 7. All notices, demands, invoices, and other communications required or permitted hereunder shall be in  
28 writing and delivered to the following addresses or such other address as the PARTIES may designate:  
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**COUNTY:**

County of Riverside Transportation Department  
Attn: Director of Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-6740  
Fax: (951) 955-3198

**RCTC:**

Riverside County Transportation Commission  
Attn: Anne Mayer, Executive Director  
4080 Lemon Street, 3rd Floor  
Riverside, CA 92501  
Phone: (951) 787-7141

8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
9. The recitals set forth at the beginning of the Agreement are incorporated herein by this reference.
10. Nothing in this Agreement shall be construed to prevent or preclude COUNTY from expending funds on the PROJECT prior to the execution of the Agreement, or from being reimbursed for such expenditures.
11. Pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold RCTC harmless from any liability imposed for injury (as defined by Government Code Section 810.8) or loss occurring by reason of any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
12. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
13. This Agreement is to be construed in accordance with the laws of the State of California.
14. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
15. This Agreement and Exhibits A-B herein contain the entire agreement between the PARTIES and are

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intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

16. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

17. This Agreement shall terminate upon completion of the PROJECT and repayment of the LOAN in full or upon mutual agreement of the parties.

18. COUNTY shall retain or cause to be retained for audit, all records and accounts relating to the PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the PROJECT, and full repayment of the LOAN.

19. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using an electronic signature.

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**APPROVALS** Clerk of the Board (SEAL)

**COUNTY Approvals**

RECOMMENDED FOR APPROVAL:

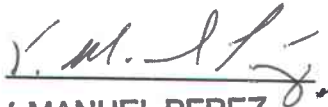
 Dated: 11-24-2020

PATRICIA ROMO  
Director of Transportation


APPROVED AS TO FORM:  
GREGORY P. PRIAMOS, COUNTY COUNSEL

By  Dated: 11/24/2020  
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: DEC 08 2020  
V. MANUEL PEREZ  
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: DEC 08 2020  
KECIA HARPER-IHEM

**RCTC Approvals**

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

ANNE MAYER  
Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

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

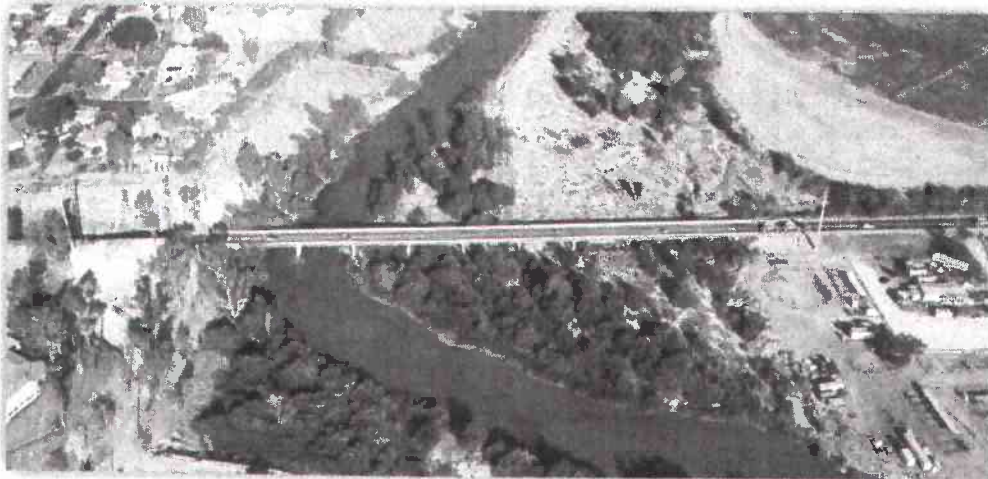


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**EXHIBIT A**

The County, in cooperation with the Cities of Eastvale and Norco, is proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River with a new, longer, and wider bridge to enhance safety and improve traffic circulation. The Hamner Bridge is located within the City of Norco near the southern border of the City of Eastvale. The work will include widening the approach roadways to six (6) lanes from Detroit Street to Citrus Street, provide all necessary channel improvements, and the construction of a multi-purpose trail to connect to the existing and proposed regional trails.

**Location Map**



**Existing Hamner Avenue Bridge at Santa Ana River (Looking West)**

Estimated Cost of Construction \$61.7 million

EXHIBIT B

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the COUNTY incorporate this 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 Project 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 Project, 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 for the month and for the entire Project to date. Samples of acceptable task level progress reports are attached as Exhibit "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 Project 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 contractors or contractors listed.

Signed \_\_\_\_\_

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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 contractor used on the Project; (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, the County will pay the Contractor 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 the County Chief Executive Officer (CEO), or his or her designee ("Total Compensation").

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to the County CEO with two (2) copies to the 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 the 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 Contractor 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 the 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 subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or his or her designee 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 \_\_\_\_\_

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Invoice No. \_\_\_\_\_

**4. PAYMENT**

4.1 The County shall pay the Contractor within four to six weeks after receipt by the County of an original invoice. Should the 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 Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2

Sample Cover Letter from County to RCTC

Date

Ms. Anne Mayer

Executive Director

Riverside County Transportation Commission

P.O. Box 12008

Riverside, CA 92501

ATTN: Accounts Payable

Re: Project Title - Invoice #\_\_

Enclosed for your review and payment approval is the County's invoice for professional and technical services that was rendered by our contractors in connection with the Hamner Avenue Bridge Replacement Project Loan per Agreement No. 21-72-026-00 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: \$52,131,000.00

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**

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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

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EXHIBIT B-3

Sample Letter from Contractor to County

Month/Date/Year

County Representative

County of Riverside

P.O. Box XXXXX

Riverside, CA 92502-2208

Attn: Accounts Payable

Invoice # \_\_\_\_\_

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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
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<b>TOTAL AUTHORIZED CONTRACT AMOUNT:</b>	<b>\$000,000.00</b>
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
	=====



*Hamner Avenue Bridge Replacement Project Loan Agreement  
RCTC Agreement No. 21-72-026-00*

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

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**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

RV PUB \DAB\688180.1