

**COOPERATIVE AGREEMENT
FOR STATE ROUTE 91 EXPRESS LANES
AND CORRIDOR IMPROVEMENTS
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF CORONA**

This Cooperative Agreement for State Route 91 Express Lanes and Corridor Improvements ("Cooperative Agreement") is made and entered into this 9th day of Nov. 2011 by and between the Riverside County Transportation Commission ("RCTC") and the City of Corona (the "City"). RCTC and the City are sometimes referred to herein individually as "Party", and collectively as the "Parties".

RECITALS

WHEREAS, the Orange County Transportation Authority operates and maintains the existing State Route ("SR") 91 Express Lanes in Orange County under a franchise agreement with the State of California.

WHEREAS, RCTC is studying the extension of the SR-91 Express Lanes, as well as capacity and interchange improvements along the existing SR 91 Corridor. The project limits of the study area begin at the 241 toll road in Orange County and extend east to approximately Pierce Street on SR 91, including transition areas along Interstate 15, anticipated to commence as far north as Hidden Valley Road, and as far south as Cajalco Road on Interstate 15 (the "Project").

WHEREAS, the potential Project includes improvements to City facilities and other related improvements that will ultimately be owned by the City, and may include certain additional improvements requested by the City.

WHEREAS, because the Project, if constructed, will impact City facilities, coordination between the Parties prior to and during construction of the Project is crucial to provide for mitigation of potential impacts that construction may have on the City, and to ensure that improvements within the City comply with applicable City standards.

WHEREAS, the Parties acknowledge that, if a Project is constructed, it is RCTC's intent to utilize the design-build method of Project procurement and construction.

WHEREAS, it is the intent of the Parties in entering into this Cooperative Agreement to establish certain opportunities for cooperation and coordination and to set forth various responsibilities of the Parties, all as further set forth herein.

WHEREAS, the Parties acknowledge that full compliance with the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA) and other laws are a precondition to any approval or construction of the Project.

WHEREAS, the Parties acknowledge and agree that nothing in this Cooperative Agreement commits RCTC to approving or constructing the Project.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually understood and agreed by RCTC and the City as follows:

TERMS

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Cooperative Agreement as though fully set forth herein.

2. Definitions.

2.1 **Betterments.** As used in this Cooperative Agreement, the term "Betterments" shall mean and refer to any improvements requested by the City for inclusion as part of the Project, and to be paid for solely by the City.

2.2 **Caltrans.** As used in this Cooperative Agreement, the term "Caltrans" shall mean and refer to the California Department of Transportation.

2.3 **City Acceptance.** As used in this Cooperative Agreement, the term "City Acceptance" shall mean the date of acceptance by the City of all improvements and installed facilities constructed as part of the Project, including any Betterments, located within the City's Jurisdiction. City Acceptance shall be subject to the Contractor meeting all of the contractual terms of the Design-Build Contract, and all conditions of approval required by the City and incorporated therein. City Acceptance shall be a condition precedent to the Contractor achieving "Project Completion", as that term shall be defined in the Design-Build Contract. .

2.4 **City Standards.** As used in this Cooperative Agreement, the term "City Standards" shall mean and refer to the City's standard plans, specifications, and design policies for work within the City's Jurisdiction including, but not limited to, roadway, utilities, electrical, and traffic control, to be provided by the City to RCTC for incorporation into the Request for Proposals. The City Standards that apply shall be those standards formally approved as of the date of issuance of the final Request for Proposals.

2.5 **City's Jurisdiction.** As used in this Cooperative Agreement, the term "City's Jurisdiction" shall mean and refer to the jurisdiction of the City as established pursuant to that certain existing Corona/Caltrans freeway and maintenance agreement, dated April 18, 1987 and on file at the offices of the Parties, the relevant terms of which are incorporated into this Cooperative Agreement by reference as though fully set forth herein. This shall also mean and refer to the jurisdiction of the City over facilities owned and maintained by the City. As used herein, the term "City's Jurisdiction" expressly excludes the State highway right of way, or any portion thereof.

2.6 **Contractor.** As used in this Cooperative Agreement, the term "Contractor" shall mean and refer to the design-build contractor selected by RCTC for the Project pursuant to its Request for Proposal process.

2.7 **Design-Build Contract.** As used in this Cooperative Agreement, the term “Design-Build Contract” shall mean and refer to RCTC’s contract with the Contractor for the design and construction of the Project, including all appendices, attachments, and documents incorporated therein.

2.8 **Project.** As used in this Cooperative Agreement, the term “Project” shall mean and refer to the proposed RCTC SR 91 Express Lanes and Corridor Improvement project as further described in the second recital of this Cooperative Agreement.

2.9 **Project Completion.** As used in this Cooperative Agreement, the term “Project Completion” shall have the meaning as set forth in Appendix 1 of the Design-Build Contract.

2.10 **Remnant Parcels.** As used in this Cooperative Agreement, the term “Remnant Parcels” shall mean and refer to any parcels or portions thereof, acquired by RCTC specifically for the Project and ultimately determined by RCTC in its sole discretion to be unnecessary for the completed final Project.

2.11 **Request for Proposals.** As used in this Cooperative Agreement, the term “Request for Proposals” shall mean and refer to RCTC’s request for proposals for the design-build contractor for the Project.

3. Term.

3.1 This Cooperative Agreement shall be effective as of the date first set forth above, and shall continue in effect until the Project is complete, assuming the Project is built, as evidenced by RCTC’s issuance to the Contractor of a Notice of Completion.

3.2 Notwithstanding any other provision of this Agreement, if the “no build” alternative is selected as a result of the completion of environmental review for the Project, this Agreement shall immediately terminate without liability to either Party.

4. General Agreement to Cooperate. The Parties agree to mutually cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, the Contractor and the public.

5. Obligations of RCTC.

5.1 RCTC shall incorporate a requirement into the Design-Build Contract that the Main Street bridge overcrossing and Main Street be constructed in a manner to accommodate one (1) additional lane in each direction at no cost to the City (“Main Street Widening”). The limits of the Main Street Widening are shown on the roadway alignment sheets attached as reference documents to the Requests for Proposals.

5.2 RCTC shall incorporate the City Standards for work within the City’s Jurisdiction into the Request for Proposals, and shall require that improvements within the City’s Jurisdiction be completed pursuant to the City Standards, unless otherwise approved in writing by the City.

5.3 RCTC shall provide the City an opportunity to review and comment on those sections of the Request for Proposals that pertain to work to be completed within the City's Jurisdiction.

5.4 RCTC shall require its Contractor to obtain an encroachment permit for any Project work within the City's Jurisdiction.

5.5 RCTC shall include, in the Design-Build Contract, a requirement that the Contractor place a financial deposit with the City for any work by the City or measures that the City is reasonably required to take in order to mitigate congestion on local streets resulting from the Contractor's implementation of its traffic management plan ("City TMP Deposit"). Contractor payment, through deductions to the City TMP Deposit, shall be limited to those expenses over and above services customarily provided by the City. A list of City personnel and current billable hourly rates that could be charged against the City TMP deposit is included as Exhibit B to the Cooperative Agreement. RCTC shall have no liability or responsibility for the Contractor's failure to make any such required payments to the City, provided that RCTC complies with the requirements contained in this section.

5.6 RCTC shall include, in the Design-Build Contract, a requirement that the Contractor comply with City Standards relating to restrictions and limits for the timing and duration of traffic closures as relates to any closure(s) of City streets or facilities, unless otherwise approved in writing by the City. Additional City required restrictions or provisions shall be timely provided to RCTC for inclusion in the Request for Proposals.

5.7 RCTC shall include, in the Design-Build Contract, a requirement that the Contractor include the City as an additional insured and as an indemnified party under said contract. RCTC shall require that the Contractor furnish the City with an additional insured endorsement and a certificate of insurance under which the City is included as an additional insured. RCTC shall require that the Contractor's insurance include substantially the following provisions, provided that RCTC shall not be responsible for enforcing such provisions:

(a) That the cost of any defense under the policy shall not erode or take away from the limits of liability provided to the City by the insurance.

(b) That the Contractor's insurance, as it pertains to the City, is primary and that any other insurance held by the City is non-contributory.

(c) That the policy shall provide on-going and completed operations coverage, through the date of City Acceptance.

5.8 As between the RCTC and the City, RCTC and its consultants shall be responsible for performing design reviews and construction inspection of the Project work within the City's Jurisdiction to ensure conformance with the City Standards and with the Design-Build Contract including, but not limited to, the technical provisions of said contract. RCTC shall provide City staff an opportunity to review the Contractor's design plans for improvements within the City's Jurisdiction, and shall allow City staff access to the Project site, at all times, to perform observation of any Project improvements within the City's Jurisdiction.

5.9 RCTC, either directly or through its Contractor, shall provide public outreach services in an effort to keep the residents of the City and the general public apprised of the Project work, and any street closures, utility interruptions, and other impacts to the use of the City right of way and facilities that may result from the Project.

6. Obligations of the City.

6.1 The City shall review the sections of the Request for Proposals that pertain to work to be completed within the City's Jurisdiction, and shall provide timely comments to RCTC.

6.2 The City shall timely process a single encroachment permit, to be updated annually, and any subsequently required amendments, for the Contractor to cover the Contractor's work on the Project within the City's Jurisdiction. The encroachment permit shall be processed in no more than three (3) working days after a completed permit application is properly submitted in accordance with standard City requirements. The City shall not knowingly issue any construction and/or encroachment permits to any other contractors if the proposed work thereunder has the potential to delay or impact the Project, without first coordinating the same with the Contractor and RCTC.

6.3 The City shall waive any and all charges and fees related to plan review and inspections for the Project. The only charges to the Contractor and/or RCTC shall be those deducted from the Annual Deposit, as detailed in Section 5.4 of this Cooperative Agreement. The City shall provide a monthly statement to RCTC and the Contractor for all charges deducted against the Annual Deposit.

6.4 The City shall have appropriate representatives regularly attend meetings of the Contractor's task forces including, but not limited to, those formed for public information, traffic management and detours; local street construction; and related construction work impacting the City and City facilities, and shall provide input at such meetings related to Project work in the City.

6.5 The City shall waive any street trenching restrictions/moratoriums currently in place within the City's Jurisdiction and within the Project limits.

6.6 Following completion of the Project work within the City's Jurisdiction and prior to City Acceptance, the City shall timely, so as not to in any manner delay the Project, review and approve the work. The City shall assume responsibility of the Project facilities completed within the City's Jurisdiction upon City Acceptance of the work and RCTC notification of Project Completion to the Contractor.

6.7 The City shall assist in the RCTC provided public outreach efforts to inform and educate the public on Project related impacts.

6.8 The City shall timely, so as not to in any manner delay the Project, execute any necessary agreements or amendments to agreements with Caltrans, including, but not limited to, freeway and maintenance agreements, related to the Project work, or any Project facilities within the City's Jurisdiction.

6.9 The City shall not allow any encroachment within the City's Jurisdiction if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.

6.10 The City shall install, maintain, operate, and repair its facilities in a manner which avoids or minimizes, to the extent possible and reasonable, any impact to the Project.

The City shall make its best efforts to perform all obligations of the City related to the Project in such a manner as to allow the Project to progress as scheduled.

7. Mutual Agreement Regarding Project Plans and Construction.

7.1 Other than reviews related to final inspection and City Acceptance of the Project facilities within the City's Jurisdiction, the Parties agree that RCTC shall be the party responsible for conducting reviews of the Contractor's designs and plans, and for performance of any required field inspections to document that the work performed conforms to City Standards. RCTC shall provide the City copies of all designs plans for improvements within City's Jurisdiction, for review and comment during development by the Contractor of the final design for the Project. Approval of the Contractor's designs and plans shall remain within the sole discretion of RCTC.

8. Betterments.

8.1 RCTC agrees to incorporate into the Project scope and Request for Proposals, City requested Betterments as shown on Exhibit A. The cost of the Betterments shall be borne in their entirety by the City and paid in accordance with the provisions of this section. The City acknowledges the potentially negative impact of changes occurring during construction and shall endeavor to minimize any Betterment requests after issuance of the Request for Proposals.

8.2 The cost of the Betterments set forth in Exhibit A shall be the agreed upon lump sum amount of One Million, Eight Hundred Thirty Thousand Dollars (\$1,830,000). The foregoing lump sum amount shall constitute full payment for all design, construction, testing, and inspections performed by RCTC, its consultants, and/or Contractor for the Betterments shown on Exhibit A. The lump sum amount of the Betterments as set forth in this Section 8.2 shall only be changed if a material change in the Betterments is requested by the City, or if the "Changed Conditions" clause set forth in the Design-Build Contract has been met. Changed Conditions costs directly attributed to the Betterments are not included in the lump sum amount for the Betterments, and shall be the financial responsibility of the City. The City shall be afforded the opportunity to inspect, review and participate in any "Changed Conditions" discussions directly impacting the Betterments set forth in Exhibit A.

8.3 RCTC shall have no obligation to undertake any Betterment requested after release of the Request for Proposals. If such Betterments are acceptable to RCTC, in its sole discretion, RCTC shall include them in the scope of work for the Project. No Betterment that is inconsistent with the Project's environmental scope shall be considered.

8.4 In the event the City requests Betterments for incorporation into the Project after release of the Request for Proposals and RCTC agrees to incorporate such Betterments into the

Project, the City shall be solely responsible for all costs and expenses related thereto, including (i) the costs incurred to incorporate the Betterments into the scope of work of the Project, (ii) additional design, construction and oversight costs arising from or associated with the Betterments, including change orders related thereto; (iii) additional operations and maintenance costs arising from or associated with the Betterments, including change orders related thereto; and (iv) costs associated with any impact on the design and construction schedule associated with the Betterments, including any associated project delay cost and damages.

8.4 RCTC shall invoice the City for the costs of the Betterments upon acceptance of the relevant Betterments by the City. Betterments shall be formally turned over to the City for operation and maintenance by written confirmation from RCTC that the relevant Betterments have been constructed according to City Standards and that the work is complete. The City shall process payment of a properly submitted invoice for Betterments within 30 calendar days of receipt thereof.

9. Right of Way Acquisition/Relinquishment.

9.1 The Parties acknowledge and agree to mutually cooperate to reduce right-of-way acquisitions and associated community impacts to the greatest extent reasonably possible. The City shall consider all reasonable requests by RCTC to obtain City variances to local codes and ordinances that result in reduced right-of-way cost, acquisition, or impact.

9.2 The Parties acknowledge and agree that certain City-owned rights-of-way along the corridor of the Project within the City's jurisdiction shall require relinquishment to RCTC in order to allow construction of the Project.

9.3 The City shall timely, so as not to in any manner delay the Project, release and relinquish such City-owned rights-of-way to RCTC, at no cost to RCTC, and shall take all necessary steps to effectuate such relinquishment.

9.4 RCTC shall acquire, at its sole cost, replacement rights-of-way for the City in exchange for the rights-of-way to be relinquished by the City, and shall deed such replacement rights-of-way to the City. The City shall timely accept such replacement rights-of-way from RCTC.

10. Excess Land Disposal. The Parties acknowledge that the Project may result in various Remnant Parcels. The determination as to whether a parcel is considered a "remnant" shall be made in RCTC's sole discretion.

11. RCTC hereby acknowledges its obligation under California Government Code Sections 54220-54232 to provide the City with notice of the sale of surplus land acquired by RCTC for the Project within the City.

12. Aesthetic Concerns Related to Project.

12.1 RCTC and the City mutually agree to implement corridor aesthetics for the Project in accordance with the *215/91 Corridor Master Plan*, dated September 5, 2006, on file at the offices of RCTC and the City and incorporated herein by reference.

12.2 In acknowledgement of the revised design-build process, RCTC and the City shall mutually develop and agree upon a process for developing, approving and implementing the Project aesthetics, including landscape. The process shall be detailed in the Request for Proposals.

12.3 RCTC shall provide the City a sixty (60) calendar day review period to review and comment upon the various aesthetics concepts proposed by the Contractor. Upon completion of this review period, RCTC shall select a single concept for development into a Project specific aesthetics and landscape master plan.

12.4 RCTC shall provide the City a sixty (60) calendar day period to review and comment on the Contractor developed Project specific aesthetics and landscape master plan. The Project specific aesthetics and landscape master plan will become the basis for the Contractor's final design development.

13. Dispute Resolution. Unless otherwise specified herein, the Parties shall comply with the following procedures in the case of a dispute, claim, or controversy arising under or in relation to this Cooperative Agreement. If one of the procedures below has already been completed pursuant to another section of this Cooperative Agreement, the matter shall immediately be submitted to the subsequent procedure.

13.1 *Issue Escalation Ladder.* In the event the Parties do not agree on an issue, either Party may initiate or escalate the issue through a process to be referred to as the "Issue Escalation Ladder". This process is not intended to define fault, but is rather intended to create a partnering style approach to gain timely Project decisions by forwarding the issue to the next management level. The Issue Escalation Ladder process shall be mutually developed by the Parties prior to commencement of Project construction.

13.2 *Submission to Executive Director and City Manager.* The dispute shall be referred for negotiation to the Executive Director and the City Manager. The Executive Director and the City Manager agree to undertake good faith attempts to resolve said dispute, claim, or controversy within ten (10) calendar days after the receipt of written notice from the Party alleging that a dispute, claim or controversy exists. The Parties additionally agree to cooperate with the other Party in scheduling negotiation sessions. However, if said matter is not resolved within thirty (30) calendar days after conducting the first negotiating session, either Party may then request that the matter be submitted to further dispute resolution procedures, as may be agreed upon by the Parties.

13.3 *Legal Action.* If a matter is not resolved within thirty (30) calendar days after the first negotiating session between the Executive Director and the City Manager, unless otherwise agreed upon in writing by the Parties, either Party may proceed with any other remedy available in law or in equity.

14. Indemnification.

14.1 RCTC shall indemnify, defend and hold the City, its directors, officials, officers, employees, agents, consultants and contractors 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 breach of contract, negligent acts, omissions or breach of law, or willful misconduct of RCTC, its officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys fees.

14.2 The City shall indemnify, defend and hold RCTC, its directors, officials, officers, employees, agents, consultants and contractors 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 breach of contract, negligent acts, omissions or breach of law, or willful misconduct of the City, its officials, officers, employees, agents, consultants or contractors in the performance of the City's obligations under this Cooperative Agreement, including the payment of all reasonable attorneys fees.

14.3 The indemnification provisions set forth in this Section 13 shall survive any expiration or termination of this Cooperative Agreement.

15. Force majeure. The failure of performance by either Party (except for payment obligations) hereunder shall not be deemed to be a default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor, railroad, or suppliers; acts of the other Party; acts or failure to act of any other public or governmental agency or entity (other than that acts or failure to act of the Parties); or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform or relief from default. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Cooperative Agreement may also be extended in writing by mutual agreement between the Parties.

16. Amendments. This Cooperative Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing; however, no amendments or other modifications of this Cooperative Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors or assigns.

17. Assignment of Cooperative Agreement. Neither Party may assign or transfer its respective rights or obligations under this Cooperative Agreement without the express written consent of the other Party. Any purported assignment or transfer by one Party without the express written consent of the other Party shall be null and void and of no force or effect.

18. Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any

default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

19. Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Cooperative Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

20. Third Party Beneficiaries. The Contractor is an intended third-party beneficiary of this Cooperative Agreement. Except for the Contractor, there are no third-party beneficiaries to this Cooperative Agreement.

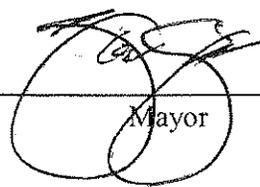
SIGNATURE PAGE
TO
COOPERATIVE AGREEMENT
FOR STATE ROUTE 91 EXPRESS LANES
AND CORRIDOR IMPROVEMENTS
BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION
AND
THE CITY OF CORONA

RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

By: 

Its: Executive Director

CITY OF CORONA

By: 
Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
City Attorney

EXHIBIT A
City Betterment Summary

Department of Water and Power (DWP), Utility Betterments

Utility ID	Location (sta.)	Facility	Existing Material	SR91		City Request		Comments
				Size	Length	Size	Length	
1081	192+20	water	ACP	12	1300	16	1300	Increase size
1083	S. Frontage	water	ACP	10	2750	12	3550	Add 800 ft to connect to #7002
1111	228+80	water	Steel	12	100	12	1300	Abandon existing crossing and construct in Maple from Pomona to south frontage road and through the new bridge, add 1200 ft
		casing		24	200	24	400	
1115	237+60	water	Steel	10	300	16	300	Increase size
		casing		22	60	30	300	Increase size
2139	250+40	water	Steel	6	400	12	1200	Increase size & length, Replace from Pomona Rd to Pleasant View
		casing		18	300	24	300	Increase size
1169		water		14	0	16	450	extend south to D St.
1167	285+20	water	ACP	6	850	12	1350	Extend from Pomona Rd across bridge to D St
		casing		18	450	24	350	
3033	237+20	water	ACP	0	0	12	200	Extend 200 ft in W. 3rd east of Main St.
7008	Bollero Pl	water	PVC	8	2100	12	2400	Increase size & length, extend to N. Sheridan St.
Total DWP Betterments								\$1,554,000

Public Works Street Betterments

Ref No.	Location	Type of Betterment
1	Serfas Club at Frontage Road (County)	Mill and Overlay
2	Frontage Road	Mill and Overlay
3	Maple Street to Pomona Road	Mill and Overlay
4	Pomona Road thru Smith Avenue	Mill and Overlay
5	Pomona Road at Lincoln Avenue	Mill and Overlay
6	Bollero Place	Mill and Overlay
7	Buena Vista	Reconstruction to Match Existing Cross Section
8	Second Street thru Grand Boulevard	Reconstruct cul-de-sac
9	Victoria Avenue cul-de-sac to Third Street	Reconstruct cul-de-sac
10	Victoria Avenue cul-de-sac to Grand Blvd	Mill and Overlay
11	Howard Avenue cul-de-sac to Third Street	Reconstruct cul-de-sac
12	Joy Avenue cul-de-sac to Third Street	Reconstruct cul-de-sac
13	Belle Avenue cul-de-sac to Grand Blvd	Reconstruct cul-de-sac
14	Yorba Street	Mill and Overlay
15	Pomona Road Knuckle (west of Lincoln)	Mill and Overlay
16	Pleasant View Avenue	Mill and Overlay
Total Public Works Betterments		\$276,000
Total City Betterments		\$1,830,000

- Notes:
1. Size and length of utility betterments are not necessarily indicative of the final design-build installation, but rather a basis for determining the value of the betterment contribution by the City.
 2. Mill and Overlay at Serfas Club and Frontage Road is not a City Payment responsibility, but listed as evidence of work.

EXHIBIT B

BILLABLE HOURLY RATES EFFECTIVE 07/01/2011 (Subject to change)

TITLE	REGULAR RATE	OVERTIME RATE
Public Works Director	188.73	245.56
Assistant Public Works Director/ Assistant City Engineer	152.03	197.43
Assistant Public Works Director/Operations	152.03	197.43
Principal Civil Engineer	116.67	151.35
Public Works Inspection Superintendent	105.29	135.16
City Traffic Engineer	104.92	134.64
Senior Engineer – Traffic	104.92	134.64
Public Works Inspection Supervisor	94.29	119.74
Associate Engineer – Traffic	90.44	115.64
Street Maintenance Supervisor	87.92	111.42
Traffic Management Center Specialist	83.63	106.67
Senior Public Works Inspector	76.59	97.34
Traffic Signal Specialist	77.36	97.20
Facilities Locator Technician	72.06	90.84
Public Works Inspector II	70.21	88.99
Traffic Signal Technician	72.86	91.27
Public Works Inspection Technician	69.05	87.45
Engineering Technician	61.71	78.37
Senior Street Maintenance Worker	62.59	78.44
Traffic Maintenance Technician	60.34	74.76
Street Maintenance Worker	55.67	69.38