

AGREEMENT TO PROVIDE PROJECT MANAGEMENT SERVICES

This agreement (“Agreement”) is entered into between the County of Ventura (“County”) and the Ventura County Transportation Commission (“VCTC”), hereafter collectively referred to as “Parties.”

RECITALS

VCTC desires to have the County provide project management/representative services to oversee the development of the Project Approval study and Environmental Document (PA/ED) for the widening of US 101 and coordinate with the Caltrans District 7 project management team for the PA/ED for widening of State Route 118. Caltrans has prepared Project Study Reports that will serve as guidance and the basis for the PA/EDs for both projects. It is expected that the PA/ED for US 101 will be a Project Report / Environmental Impact Report. This scope of work does not include the development of construction contract documents (plans and specifications).

Services to be provided by the employee and which are referred hereafter as “Project Development Actions” or “Services” include:

- a) Assure that all activities during the project development process adhere to federal guidelines, due to the project’s federal funding.
- b) Function as a VCTC representative with all external agencies for all aspects during the project development process for both US 101 and SR 118 projects.
- c) Provide engineering guidance and oversight of technical issues associated with design, environmental clearance, right-of-way, project costs, and Caltrans coordination during the development of the project.
- d) Utilize VCTC’s procurement process to select consultants following Caltrans guidelines to provide engineering services and environmental clearance (both CEQA and NEPA) services for US 101 freeway corridor widening improvements. VCTC will contract with and pay the consultants.
- e) Supervise, coordinate, and review work prepared by the consultants. Provide technical oversight of consultants’ work product and provide review comments and guidance.
- f) Represent VCTC in Project Development Team meetings for US 101 widening improvements and provide reports and updates to VCTC.
- g) Monitor and track financial aspects of the project, seeking and receiving authorization from Caltrans to use federal funds for design, environmental documents, and right-of-way; set budgets and monitor the use of funds.
- h) Review invoices from the consultants and make recommendations to VCTC regarding payment, invoice accuracy, and project progress.
- i) Coordinate activities with Caltrans and other regulatory agencies involved in the work.
- j) Represent VCTC in Project Development Team meetings for the widening of SR 118 and provide progress reports and updates to VCTC.
- k) Provide other project related services as may be mutually agreed upon by the Parties.

TERMS AND CONDITIONS

1. Expectation of Support. The County will hire an engineering manager with experience in Caltrans projects and documentation to provide these services. An existing vacant allocation will be used for this position. VCTC will participate in the hiring process, and be present on and participate in the final interview panel. The recruitment announcement is provided as attachment "A". It is expected through this agreement VCTC will utilize approximately one-third to one-half of this employee's time. In addition, other staff with experience in Caltrans projects and documentation, as needed may from time to time assist this engineering manager. Should this employee's service with the County be terminated for any reason, the County is still responsible for providing service during any vacancy.

County shall pay all benefits, salaries, and other amounts due to the person employed by the County and who serves as the engineering manager or other staff who provide services under this contract County shall be responsible for all obligations related to the employee(s) including, but not limited to: social security taxes, if applicable, pension contributions, income tax withholding, unemployment insurance, disability insurance and workers' compensation insurance. County will indemnify, defend and hold harmless VCTC against any claim that the employee(s) is/are an employee of the VCTC.

2. Cost and Payment for County Services.
 - a. Compensation. VCTC will pay County fees for Services performed at an hourly rate not to exceed an annual total amount of \$125,000. The annual term will be from July 1 to June 30. The first annual term will be from the when the agreement goes into effect until June 30, 2018. The not to exceed amount for this initial term will be \$165,000. The hourly rate charged for work performed by the employee will be in accordance with the County of Ventura Board of Supervisors adopted fee resolution in effect at the time of performance. Prior to execution of this Agreement and annually thereafter, County will provide a copy of the most recently adopted fee resolution containing service rates applicable to this Agreement to VCTC. Rates are normally revised, if necessary, on an annual basis. Work performed by consultants under contract to County will be charged at cost, without added overhead, at the rate specified in the consultant's contract with County. A rate schedule for consultants providing services pursuant to this Agreement will be provided to VCTC upon request.
 - b. Billing. County shall prepare and send to VCTC monthly invoices within 30 days of the month end. The invoices shall state the project name, the number of hours worked on the project, by whom, and the hourly rate ("Invoice").

- c. Payment. VCTC shall pay County the full amount of the Invoice within 30 days of the date of the Invoice. If VCTC disputes any charge in the Invoice, it must notify County within 15 business days of the date of the Invoice of the disputed charge. If VCTC fails to notify County of any dispute within that time, any challenge to the Invoice is waived by VCTC.
 - d. Reserve Establishment. As required by Government Code section 23008, before County begins performing Services VCTC must reserve an amount 10 percent in excess of the annual estimated cost of providing the agreed upon Services from VCTC's funds.
3. Term. This Agreement shall go into effect upon execution by the Parties. Unless otherwise provided by law, this Agreement shall remain in effect until the projects set forth herein in the Recitals are completed or a Party terminates the Agreement in accordance with paragraph 7.
4. The County of Ventura Public Works Agency Director, or his or her designee shall be the administrator of this Agreement for County and is authorized to sign this Agreement on behalf of County. The Executive Director, or his or her designee, shall be the administrator of this Agreement for VCTC and is authorized to sign this Agreement on behalf of VCTC.
5. Addresses for Notice and Payment. Any notice or payment to be given or made pursuant to this Agreement, including a change in the address to which notices are to be sent, shall be given by personal delivery to the other party or by mail addressed as follows:

<p><u>County</u> Transportation Department Ventura County Public Works Agency 800 S. Victoria Ave. Ventura, CA 93009-1620</p>	<p><u>VCTC</u> Executive Director Ventura County Transportation Comm. 950 County Square Drive, Suite 207 Ventura, CA 93003</p>
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6. Amendment of Agreement. This Agreement may only be amended in writing upon mutual consent of the Parties.
7. Termination of Agreement. This Agreement may be terminated by either Party without cause or for any reason by providing 30 days written notice of termination to the other Party ("Notice of Termination"). If any Services agreed to be performed under the Agreement have not been completed as of the date of the Notice of Termination, County shall complete such Services unless VCTC directs County in writing to not complete such Services. In any event, VCTC shall pay County for all Services performed even if partially complete.
8. Hold Harmless, Defense and Indemnification. VCTC shall hold harmless, defend, and indemnify County, its boards, officers, agents, and employees, from and against all suits and

