

FORM APPROVED COUNTY COUNSEL
 BY: M. S. Keener 5/4/09
 DATE: MARSHA L. VICTOR

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

635A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 May 4, 2009

SUBJECT: Amendment No. 1 to the Construction Cooperative Agreement between the State of California Department of Transportation (Caltrans) and the County of Riverside for the construction of the proposed improvements at State Route 60/Valley Way Interchange.

RECOMMENDED MOTION: That the Board approve and execute the attached Amendment to the Construction Cooperative Agreement between the State of California and the County of Riverside and authorize the Chairman to execute the same (Amendment No. 1 – Caltrans Agreement No. 8-1432 A/1).

BACKGROUND: The existing State Route 60/Valley Way interchange is currently functioning at an undesirable level of service due to the close proximity of the interchange with the Valley Way/Mission Boulevard intersection. The spacing of the (Continued on attached page)

Juan C. Perez
 Director of Transportation

BEC

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2008/2009

SOURCE OF FUNDS: N/A	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. 3.39 (4/7/09) | District: 2 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.35

The Honorable Board of Supervisors

RE: Amendment No. 1 to the Construction Cooperative Agreement between the State of California Department of Transportation (Caltrans) and the County of Riverside for the construction of the proposed improvements at State Route 60/Valley Way Interchange.

May 4, 2009

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interchange ramps with the Valley Way/Mission Boulevard intersection does not provide enough spacing to operate satisfactorily for the existing volume of traffic.

To improve traffic circulation, the County of Riverside is proposing to close the existing eastbound exit ramp and relocate it to Mission Boulevard at Byrne Road. In order to facilitate this interchange modification, improvements to the intersection of Mission Boulevard and Valley Way are also required.

On April 14, 2009 the Board approved a Construction Cooperative Agreement between Caltrans and the County of Riverside. The attached agreement expands the terms of the original Construction Cooperative Agreement to incorporate the requirements of the American Recovery and Reinvestment Act of 2009 (Federal Stimulus Funds). The County will be receiving \$4,482,000 in stimulus funds for this project.

All other terms of the original Construction Cooperative Agreement between Caltrans and the County of Riverside remain the same. The County will be the lead agency for the construction management of the project and will fund the necessary construction activities. Caltrans will provide Independent Quality Assurance (IQA) and Independent Assurance Testing at no cost to the County. An existing Design Cooperative Agreement is in place for design, environmental and right-of-way activities for this project.

08-Riv-60-PM 6.7/7.5
SR-60/Valley Way
Modify Interchange and
Install traffic signal
In the County of Riverside
EA 463501
District Agreement No. 8-1432 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 8-1432

This AMENDMENT NO. 1 to AGREEMENT NO. 8-1432, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to herein as "COUNTY."

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within COUNTY'S jurisdiction.
2. The parties hereto entered into Agreement No. 8-1432, on April 14, 2009, said Agreement defining the terms and conditions to modify the interchange at State Route 60/Valley Way and install traffic signal, in the county of Riverside, referred to herein as "PROJECT."
3. It has been decided that a portion of the PROJECT funding will be American Recovery and Reinvestment Act of 2009 (ARRA) funds in the amount of \$4,482,000 to meet PROJECT obligations.
4. The revised attached Exhibit A will, by this Amendment, be made a part of Agreement No. 8-1432.
5. The parties hereto intend to define herein the terms and conditions for additional funds to be added to PROJECT.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement No. 8-1432, Article 4 is hereby amended to read as follows:

“COUNTY desires to contribute Federal Congestion Mitigation and Air Quality (CMAQ) Program funds in the amount of \$2,000,000 and COUNTY’s local matching funds in the amount of \$259,121 toward construction capital outlay costs, and Federal American Recovery and Reinvestment Act of 2009 (ARRA) funds in the amount of \$4,482,000 toward construction support and capital outlay costs for PROJECT and \$708,463 of local funds toward construction support costs. The PROJECT cost estimate is shown on Exhibit A, attached hereto and made a part of this Agreement.”

2. Under RECITALS of Agreement No. 8-1432, the following new Article 9 is hereby added and made a part of the agreement:

“The California Transportation Commission (CTC) is anticipated to approve the allocation of ARRA funds to COUNTY for PROJECT at its April 2009 meeting and direct STATE to allocate to COUNTY the ARRA funds in the amount of \$4,482,000 to be expended on the construction support and capital for PROJECT.”

3. Under COUNTY AGREES, Section 1 of Agreement No. 8-1432, Article 3 is hereby amended to read as follows:

“To fund one hundred percent (100%) of all capital and support costs, of which a portion is to be funded using local funds in the amount of \$708,463; a portion using CMAQ funds in the amount of \$2,000,000 and local matching funds in the amount of \$259,121; and a portion using ARRA funds in the amount of \$4,482,000 for satisfactory completion of PROJECT, including, but not limited to, “State-furnished material (SFM) and source inspection, except for costs of STATE’s IQA and Independent Assurance Testing. In the event additional funds are required to complete PROJECT, COUNTY shall be responsible for those costs using funds other than STATE funds.”

4. Under COUNTY AGREES, Section 1 of Agreement No. 8-1432, the following new Article 3A is hereby added and made a part of the agreement:

“Any funding received and used by COUNTY that is determined by subsequent state or federal audit to be unallowable under state or federal law, regulations or administrative procedures, are subject to repayment by COUNTY within ninety (90) days of demand or within such other period as agreed to by the parties. COUNTY agrees that STATE is hereby authorized to intercept and withhold any future payments due COUNTY from STATE or any third party source, including but not limited to the State Treasurer, the State Controller or the CTC.”

5. Under COUNTY AGREES, Section 1 of Agreement No. 8-1432, the following new Article 28 is hereby added and made a part of the agreement:

“To submit continuous billing for reimbursement of a portion of the expenditures for PROJECT, to be paid out of ARRA funds, up to the amount shown against those funds in Exhibit A.”
6. Under COUNTY AGREES, Section I of Agreement No. 8-1432, the following new Article 29 is hereby added and made a part of the agreement:

“Upon completion of the construction activities for PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the total actual costs required to complete the aforementioned services and funded from ARRA funds, which were reimbursed to COUNTY on a continuous basis. COUNTY thereafter shall refund to STATE, promptly after completion of COUNTY’s final accounting of costs for the above- mentioned work any payment made in addition to the actual costs incurred to complete the aforementioned services and funded from ARRA and Federal funds.”
7. Under STATE AGREES, Section II of Agreement No. 8-1432, the following new Article 7 is hereby added and made a part of the agreement:

“To pay COUNTY not later than twenty-five (25) working days upon receipt of COUNTY’s continuous billing therefor, for a portion of the actual construction support and capital expenditures, to be paid from ARRA funds required for PROJECT.”
8. Under STATE AGREES, Section II of Agreement No. 8-1432, the following new Article 8 is hereby added and made a part of the agreement:

“The total PROJECT costs, to be paid from out of ARRA funds, will not exceed that amounts shown in Exhibit A.”
9. Under MUTUALLY AGREED of Agreement No. 8-1432, Section III, the following new Article 27 is hereby added and made a part of the Agreement.

“PROJECT is subject to the intent, terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009 and as directed by STATE with regard to the ARRA.”
10. Under MUTUALLY AGREED, Section III of Agreement No. 8-1432, the following new Article 28 is hereby added and made a part of the agreement:

“The Parties agree to charge all PROJECT costs to ARRA funds prior to charging them to other non-ARRA funds. All non-ARRA funds will be spent proportionally.”

11. The attached revised Exhibit A replaces the original Exhibit A of Agreement No.1432 and is hereby made a part of that Agreement and any reference to Exhibit A in the original agreement is deemed to be a reference to the revised exhibit.
12. All other terms and conditions of said Agreement No. 8-1432 shall remain in full force and effect.
13. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1432.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF RIVERSIDE

WILL KEMPTON
Director

By: _____
JEFF STONE
Chairman, Board of Supervisors

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
KECIA HARPER-IHEM
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Department of Transportation

By: Marsha L. Victor 5/4/09
MARSHA L. VICTOR
Legal Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A

EA #: 463501
 Project Manager: Jason Bennecke
 Agreement #: 1432 A/1
 Sponsoring Agency: County of Riverside

Project Location: In Riverside County from Byrne Road to Valley Way								
Administrated Phases of Work		Local Program Funds		Local Program Funds		Local Funds	Other Funds	Totals
		Federal %: 88.53 Fund Type: CMAQ	Match%: 11.47 Fund Type: Measure A	Federal %: N/A Fund Type: ARRA	Match%: N/A Fund Type:	Fund Type: Measure A	Fund Type: N/A	
SUPPORT	<i>Phase</i>							
PA&ED	0							\$0.00
PS&E	1							\$0.00
R/W Support	2							\$0.00
Construction Support	3			\$263,222.00		\$708,463.00		\$971,685.00
CAPITAL	<i>Phase</i>							
R/W Capital	9							\$0.00
Construction Capital	4	\$2,000,000.00	\$259,121.00	\$4,218,778.00	\$0.00			\$6,477,899.00
TOTALS		\$2,000,000.00	\$259,121.00	\$4,482,000.00	\$0.00	\$708,463.00	\$0.00	\$7,449,584.00