

FORM APPROVED COUNTY COUNSEL
 BY: *M. S. Keenan* 4/21/09
 DATE
 MARSHAL VICTOR

Departmental Concurrence

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

636A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 April 20, 2009

SUBJECT: Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for I-10 at Palm Drive/Gene Autry Trail.

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to execute the Construction Cooperative Agreement between County of Riverside and Caltrans for the Palm Drive Interchange project located on Interstate 10. (District Agreement No. 8-1418)

BACKGROUND: The Palm Drive/Gene Autry Trail Interchange is a gateway into the Cities of Palm Springs, Desert Hot Springs and Cathedral City and the unincorporated County. Significant growth in the area has increased traffic beyond the capacity of the interchanges and they are now failing during the peak hours of operation. Improvements are proposed to the interchanges that will increase capacity and improve the operation to a satisfactory condition for

Juan C. Perez
 Director of Transportation

(Continued On Attached Page)

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:	2008/09

SOURCE OF FUNDS: CVAG TUMF(48.7%), Federal-Stimulus ARRA (14%), Federal-Demo (6.7%), TCRP (30.6%),	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*
 Tina Grande

County Executive Office Signature

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

Prev. Agn. Ref. | District: 5 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.36

The Honorable Board of Supervisors

RE: Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for I-10 at Palm Drive/Gene Autry Trail.

April 20, 2009

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current and future traffic volumes. The improvement to the State Highway System consists of widening the Interstate 10/ Palm Drive/ Gene Autry Trail overcrossing and realigning and widening the entrance and exist ramps.

The attached agreement specifies that the County will be the lead agency for construction. Caltrans will provide Independent Quality Assurance (IQA) and Independent Assurance Testing at no cost to the County.

The estimated cost associated with the construction of Palm Drive/Gene Autry Trail Interchange is \$32,685,000. The existing funding breakdown for construction is as follows:

	<u>Founding Source</u>	<u>Amount</u>
1.	CVAG TUMF	\$15,911,000
2.	Federal-Stimulus ARRA	\$4,574,000
3.	Federal -Demo	\$2,200,000
4.	Traffic Congestion Relief Fund (TCRP)	<u>\$10,000,000</u>
	Total	\$32,685,000

There is continuing uncertainty regarding the availability of TCRP funds from the State. CVAG will be entering into an agreement that would commit to backfill the TCRP funds to the County with other local funds in the event that the TCRP is not made available by the State. The TCRP backfill agreement will be on a future Board agenda for action prior to a contract award to assure that the project is fully funded.

The construction of the interchange improvements are anticipated to start in Fall 2009.

Work Order No. A4-0740

08-Riv-10-PM 35.7/36.5
I-10/Palm Drive/Gene Autry Trail
Improve Existing Interchange
EA 455804
District Agreement No. 8-1418

**CONSTRUCTION
COOPERATIVE AGREEMENT**

This AGREEMENT, 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. COUNTY desires to construct SHS improvements consisting of widening the Interstate 10 (I-10)/ Palm Drive/Gene Autry Trail overcrossing and realigning and widening the entrance and exit ramps referred to herein as "PROJECT."
3. COUNTY is responsible for one hundred percent (100%) of all PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including, but not limited to, "State-furnished material" and source inspection costs, except for costs of STATE's Independent Quality Assurance (IQA) and Independent Assurance Testing of PROJECT will be borne by STATE. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by COUNTY.
4. COUNTY is currently funding PROJECT cost for capital outlay using funds shown on Exhibit A, attached hereto and made a part of this Agreement.
5. COUNTY is funding PROJECT costs for construction support using funds shown on Exhibit A, attached hereto and made a part of this Agreement.
6. Coachella Valley Association of Governments (CVAG) requests that the TCRP construction funds be paid directly from STATE to COUNTY as the COUNTY is the

lead agency for construction. CVAG understands the payments to the COUNTY will be on a monthly basis, in a reimbursed manner, as identified in this cooperative agreement as Exhibit C, attached hereto and made a part of this Agreement.

7. PROJECT is included in Government Code section 14556.40 (a) (146) as a project to be funded up to a total amount of \$10,000,000, using TCRP funds.
8. The California Transportation Commission (CTC) approved the application for PROJECT submitted by COUNTY at its October 30, 2008 meeting and directed STATE to allocate to COUNTY the TCRP amount of \$10,000,000 to be expended on the construction capital for PROJECT.
9. The CTC is anticipated to approve the allocation of Regional American Recovery and Reinvestment Act of 2009 (ARRA) funds for PROJECT at its April, 2009 meeting and direct STATE to allocate to COUNTY the Regional ARRA funds in the amount of \$4,574,000 to be expended on the construction capital for PROJECT.
10. The parties agree that COUNTY will prepare the contract documents and advertise, award, and administer the construction contract for PROJECT.
11. Project Approval and Environmental Document (PA&ED), Plans Specifications and Estimates (PS&E) for PROJECT were covered in a prior Cooperative Agreement executed by STATE and COUNTY on March 26, 2002, (District Agreement No.1166.) and it was amended on December 27, 2006, (District Agreement No. 1166 A/1). Right of Way activities are covered in a prior Cooperative Agreement executed by STATE and COUNTY on December 9, 2008, (District Agreement No. 1414).
12. The parties understand that TCRP funds allocated to PROJECT may not be available for PROJECT and that COUNTY will expend local funds in lieu of the TCRP with subsequent reimbursement by STATE when TCRP funds become available in the future, subject to CTC's approval.
13. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
14. The parties now define herein below the terms and conditions under which PROJECT is to be owned, constructed, financed, operated, and maintained.

SECTION I

COUNTY AGREES:

1. To be responsible for one hundred percent (100%) of total actual PROJECT construction capital and support costs required for satisfactory completion of PROJECT, including,

but not limited to, COZEEP (construction zone enhancement enforcement program), "State-furnished material" and source inspection costs, except for costs of STATE's IQA. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by COUNTY using local funds.

2. To be responsible for funding PROJECT costs for construction capital outlay using Safe, Accountable, Flexible, Efficient Transportation Act Equity: A Legacy for Users/Federal Demonstration (SAFETEA-LU DEMO) funds in the amount of \$2,200,000 and COUNTY's local matching funds in the amount of \$550,000 and Regional ARRA funds in the estimated amount of \$4,574,000 and STATE's Traffic Congestion Relief Program (TCRP) funds in the amount of \$10,000,000 towards a portion of construction capital outlay costs of PROJECT.
3. To be responsible for funding PROJECT costs for construction support using local funds in the amount of \$3,539,000. The PROJECT construction capital and construction support costs are shown on Exhibit A, attached hereto and made a part of this Agreement. If it becomes necessary to obtain additional funds to complete PROJECT, these additional funds will be provided by COUNTY.
4. All PROJECT work performed by COUNTY, or performed on COUNTY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, concurrence, and/or approval at appropriate stages of development.
5. All PROJECT work, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
6. To permit STATE to monitor, participate, and oversee the selection of personnel who will provide construction-engineering services for PROJECT. COUNTY agrees to consider any request by STATE to avoid a contract award or discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
7. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto SHS right of way to perform required work as more specifically defined elsewhere in this Agreement. COUNTY shall also require COUNTY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
8. To submit a written request for any "State-furnished material" identified in the PROJECT plans, specifications, and estimates (PS&E) a minimum of forty-five (45) days in advance of the need for such materials. To then pay STATE, within fifteen (15) days of receipt of

STATE's billing, the actual cost invoiced for the requested "State-furnished material". COUNTY may take delivery of the "State-furnished material" after STATE's receipt of COUNTY's payment and at the location directed by STATE.

9. STATE shall perform source inspection as outlined in STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, and Local Agency Structure Representative Guideline. COUNTY shall reimburse STATE for all direct and indirect costs incurred for any source inspection performed by STATE.
10. To deposit with STATE within twenty-five (25) days of receipt of STATE's billing thereof the amount of said bill, which amount represents the estimated cost of source inspection, as referred to in Section I of this Agreement.
11. To pay STATE upon completion of all work on PROJECT and within twenty-five (25) days of receipt of a detailed statement made upon final accounting of costs therefore, any amount, over and above the aforesaid deposits for State-furnished materials and source inspection, required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
12. To submit continuous billing for reimbursement of a portion of the expenditures for PROJECT, to be paid out of Regional ARRA funds and from STATE's TCRP funds, up to the amounts shown against those funds in Exhibit A.
13. Upon completion of the construction capital activities for PROJECT, to furnish STATE with a detailed statement of the total actual costs funded from Regional ARRA funds and STATE's TCRP funding sources, which were reimbursed to COUNTY on a continuous basis.
14. 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 Regional ARRA funds and STATE's TCRP funding sources, 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 amount of STATE's deposits required in Section II of this Agreement.
15. To advertise, award, and administer the construction contract for PROJECT in accordance with requirements of the Local Agency Public Construction Act and the California Labor Code, including its prevailing wage provisions. Workers employed in the performance of work contracted for by COUNTY, and/or performed under encroachment permit, are covered by provisions of the California Labor Code in the same manner as are workers employed by STATE's contractors. The use of any Federal funds towards PROJECT construction will mandate the inclusion and enforcement of all applicable Federal labor mandates.

16. Construction by COUNTY of those portions of PROJECT which lie within the SHS right of way shall not commence until COUNTY's contract plans involving such work, the utility relocation plans, and the right of way certification have been reviewed and accepted by STATE and encroachment permits have been issued to COUNTY and COUNTY's contractor.
17. COUNTY's construction contractor shall maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of General Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, that complies with all coverage requirements with Section 7-1.12 of STATE's then effective Standard Specifications. Such policy shall contain an additional insured endorsement naming STATE and its officers, agents, and employees as additional insureds. This insurance coverage shall be evidenced by a Certificate of Insurance in a form satisfactory to STATE which shall be delivered to STATE before the issuance of an encroachment permit to COUNTY's construction contractor.
18. To require the construction contractor to furnish both a payment and a performance bond, naming COUNTY as obligee with both bonds complying with the requirements set forth in Section 3-1.02 of STATE's current Standard Specifications prior to performing any PROJECT construction work. COUNTY shall defend, indemnify, and hold harmless STATE and its officers, agents, and employees from all claims and suits by stop notice claimants related to the construction of PROJECT.
19. To have PROJECT constructed by contract to the satisfaction of and subject to STATE's acceptance in accordance with the STATE accepted PROJECT PS&E.
20. Contract administration procedures shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline, and the PROJECT encroachment permits.
21. Construction within the existing or ultimate SHS right of way shall comply with STATE's Standard Specifications, the PROJECT Special Provisions, and STATE's Construction Manual.
22. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies, procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

23. All survey work shall conform to the methods, procedures, and requirements of STATE's Surveys Manual and STATE's Staking Information Booklet.
24. PROJECT material testing and Quality Control/Assurance shall conform to STATE's Construction Manual, Construction Manual Supplement for Local Agency Resident Engineer, Local Agency Structure Representative Guideline and STATE's California Test Methods, and shall be performed by a material-tester certified by STATE, at COUNTY's expense.
25. To furnish, at COUNTY's expense and subject to the approval of STATE, a field site representative who is a licensed civil engineer in the State of California to perform the functions of a Resident Engineer. The Resident Engineer shall not be an employee or subcontractor of the entity, if any, that prepared the PROJECT PS&E or an employee of the construction contractor.
26. If the Resident Engineer is not also a registered Landscape Architect, COUNTY will furnish, at COUNTY expense and subject to approval of STATE, a Landscape Architect to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspections and final decisions including, but not limited to, any highway planting and the irrigations systems that comprise a portion of the PROJECT work. Final decisions shall continue to be subject to the satisfaction and approval of STATE.
27. At PROJECT's expense, to furnish sufficient qualified support staff, subject to the approval of STATE, to assist the Resident Engineer in, but not limited to, structure representative, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of the mandated "As-Built" drawings, and other inspection and staff services necessary to assure that the construction is being performed in accordance with the PROJECT PS&E. Said qualified support staff shall be independent of the design engineering company and construction contractor, except that the PROJECT designer may be retained to check shop drawings, do soils foundation tests, test construction materials, and perform construction surveys.
28. Within one hundred eighty (180) days following the completion and acceptance of the PROJECT construction contract, to furnish STATE with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with STATE's then current CADD Users Manual, Plans Preparation Manual, and STATE practice. The submittal must also include all STATE requested contract records, including survey documents and Records of Surveys (to include monument perpetuation per the Land Surveyor Act, section 8771). COUNTY shall also submit corrected full-sized hardcopy structure plans.
29. To retain or cause to be retained for audit by STATE or other government auditors for a period of four (4) years from the date of final payment under the PROJECT contract, or four (4) years from STATE payment of the final voucher, whichever is longer, all records and accounts relating to PROJECT construction. COUNTY shall retain said records and accounts longer for such periods as are required in writing by STATE.

30. Upon completion of PROJECT construction, COUNTY will operate and maintain, at COUNTY's cost, any part of PROJECT located outside of the existing SHS right of way including COUNTY underpasses and overcrossings of then existing SHS right of way, until any subsequent acceptance of any part of PROJECT into the SHS by STATE, approval by Federal Highway Administration (FHWA), if required, and conveyance of acceptable title to STATE.
31. If COUNTY cannot complete PROJECT as originally scoped, scheduled, and estimated, COUNTY will, only with STATE's prior written consent, amend the PROJECT PS&E for a suitable resolution to ensure an alternate form of modified PROJECT that will, at all times, provide a safe and operable SHS.
32. If COUNTY terminates the PROJECT prior to completion, STATE shall require COUNTY, at COUNTY's expense, to return the SHS right of way to its original condition or to a safe and operable condition acceptable to STATE. If COUNTY fails to do so, STATE reserves the right to finish PROJECT or place PROJECT in a safe and operable condition and STATE will bill COUNTY for all actual expenses incurred and COUNTY agrees to pay said bill within thirty (30) days of receipt.
33. If unanticipated cultural, archaeological, paleontological or other protected materials are encountered during PROJECT construction, COUNTY shall stop work in that area until a qualified professional can evaluate the nature and significance of the find and a plan is approved for the removal or protection of that material. COUNTY will notify STATE within twenty four (24) hours of any discover. The costs for any removal or protection of that material shall be covered as a PROJECT cost contemplated by this Agreement.
34. To provide, at PROJECT capital expense, a Construction Zone Enhancement Enforcement Program (COZEEP) by contracting directly with the California Highway Patrol (CHP) for all traffic restrictions as outlined in STATE's Construction Manual.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide IQA to assure that COUNTY's PROJECT work is performed in full compliance with the approved PROJECT PS&E and in accordance with STATE's then effective policies, procedures, standards, and practices. This IQA function includes both the obligation and the authority to reject noncompliant PROJECT work and materials accepted by COUNTY, to order any actions needed for public safety or the preservation of property on the SHS, and to assure compliance with all provisions of the encroachment permit(s) issued by STATE to COUNTY and COUNTY's contractor.
2. Upon proper application by COUNTY and by COUNTY's contractor, to issue, at no cost to COUNTY and COUNTY's contractor, the necessary encroachment permits for

required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

3. To provide, at COUNTY's cost, any "State-furnished material" as shown on the PROJECT PS&E as determined by STATE to be appropriate and available during construction of PROJECT. Upon receipt of COUNTY's request for any such "State-furnished materials", STATE will order those materials and STATE's Project Manager will have an invoice submitted to COUNTY for the costs of those materials. Upon receipt of those materials and COUNTY's payment, STATE will make those "State-furnished materials" available to COUNTY at a STATE designated site.
4. Independent assurance testing, specialty testing, and approval of the type of asphalt and concrete plants shall be by STATE, at STATE's expense.
5. To submit an invoice to COUNTY for the estimated direct and indirect cost of source inspection, pursuant to Section I of this Agreement, prior to start of PROJECT construction and upon receipt of said estimate from STATE's representative.
6. Upon completion of PROJECT and all work incidental thereto, to furnish COUNTY with a detailed statement of the State-furnished materials and source inspection costs to be borne by COUNTY. To thereafter refund to COUNTY, promptly after completion of STATE's final accounting of said PROJECT costs, any amount of COUNTY's deposits, required in Section I of this agreement, remaining after actual State-furnished materials and source inspection costs to be borne by COUNTY have been deducted or to bill COUNTY for any additional amount required to complete COUNTY's financial obligations assumed pursuant to this Agreement.
7. 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 capital expenditures, to be paid from Regional ARRA funds required for PROJECT.
8. Upon availability of TCRP funds, to pay COUNTY not later than twenty-five (25) working days upon receipt of COUNTY's continuous billing therefore, for a portion of the actual construction capital expenditures, to be paid from STATE TCRP funding source required for PROJECT.
9. The total PROJECT costs, to be paid from out of Regional ARRA funds and STATE's TCRP funding sources, should not exceed the amounts shown in Exhibit A.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the approval and allocation of funds by the California Transportation Commission (CTC).
2. PROJECT is subject to the intent, terms conditions, requirement and constraints of the American Recovery and Reinvestment Act of 2009 (ARRA) and as directed by STATE.
3. In the event TCRP funds are not available at the time of the CTC allocation request, COUNTY will expend local funds in lieu of the TCRP with subsequent reimbursement by STATE when TCRP funds become available in the future.
4. Subject to annual legislative appropriations and the availability of State Budget Act authority for this purpose, and then only if those PROJECT TCRP funds are actually subsequently allocated by the CTC, to reimburse COUNTY for the actual allowable PROJECT construction costs. Reimbursement will be based on actual eligible costs incurred, not to exceed the legislatively approved amount of \$10,000,000, for construction capital work performed pursuant to this Agreement.
5. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT construction phase administered by COUNTY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by COUNTY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify and recheck any work performed by COUNTY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and COUNTY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE
6. COUNTY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
7. COUNTY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s), and/or environmental approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

8. If there is a legal challenge to the environmental documentation, including supporting investigative studies and/or technical environmental report(s), permit(s), agreement(s), environmental commitments and/or environmental approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
9. If, during performance of PROJECT construction, new information is obtained which requires additional environmental documentation to comply with the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks.
10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
11. During PROJECT construction, representatives of COUNTY and STATE will cooperate and consult with each other to assure that all PROJECT work is accomplished according to the PROJECT PS&E and STATE's then applicable policies, procedures, standards, and practices. Satisfaction of these requirements shall be verified by STATE's IQA representatives who are authorized to enter COUNTY's property during construction for the purpose of monitoring and coordinating construction activities.
12. PROJECT PS&E changes shall only be implemented by contract change orders that have been reviewed and concurred with by STATE's representative(s). All changes affecting public safety or public convenience, all design and specification changes, and all major changes as defined in STATE's Construction Manual shall be approved by STATE in advance of performing that work. Unless otherwise directed by STATE's representative, change orders authorized as provided herein will not require an encroachment permit rider. All changes shall be shown on the "As-Built" plans.
13. COUNTY shall provide a construction contract claims process acceptable to STATE and shall process any and all claims through COUNTY's claims process. STATE's representative will be made available to COUNTY to provide advice and technical input in any claims process.
14. In the event that STATE proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with STATE's Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required PROJECT changes.

15. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

16. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. COUNTY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and COUNTY will pay, or cause to be paid, all costs associated with HM-1 management activities.

17. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

18. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
19. STATE's acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
20. STATE, in exercising its authority under section 591 of the Vehicle Code, has included all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code as applicable to the PROJECT areas open to public traffic. COUNTY shall take all necessary precautions for safe operation of COUNTY's vehicles, the construction contractor's equipment and vehicles and/or vehicles of personnel retained by COUNTY to assure the protection of the traveling public and STATE employees from injury and damage from such vehicles or equipment.
21. Upon PROJECT completion and acceptance, subject to the approval of STATE, COUNTY will operate and maintain all PROJECT facilities at its own cost until a

Maintenance Agreement is executed or an existing agreement, if any, is amended to incorporate the maintenance of these new PROJECT facilities located on the SHS.

22. Upon PROJECT completion, subject to the approval of STATE, STATE will operate and maintain traffic signals, signs and safety lighting (collectively "Electrical Facilities"), as defined by existing Agreement #RIV-33-015188, entered into effective on November 20, 2001, that details the shared funding responsibilities of the parties for operation, maintenance and energy costs related to said Electrical Facilities. Maintenance is broadly deemed to include all necessary routine maintenance, repairs, modifications and replacements.
23. Upon satisfactory completion of all PROJECT work under this Agreement, as determined by STATE, actual ownership and title to materials, equipment, and appurtenances installed within the operating SHS right of way for SHS operations will be vested in STATE, and materials, equipment, and appurtenances installed for non-SHS operations both inside (overcrossings and underpasses for local traffic) and outside of the SHS right of way will automatically be deemed to be under the control of COUNTY or an appropriate third party as determined by COUNTY.
24. Nothing within 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 to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
25. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that, COUNTY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.
26. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

27. Prior to the commencement of any construction activity within the SHS right of way, either STATE or COUNTY may terminate this Agreement by written notice to the other party.
28. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
29. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of COUNTY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SINATURES ARE ON THE FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF RIVERSIDE

WILL KEMPTON
Director

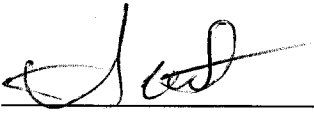
By: _____
Supervisor, Board of Supervisors

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: 

Attorney,
Department of Transportation

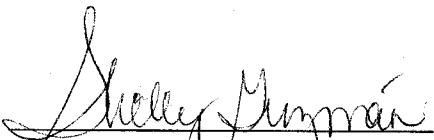
By: *M L Victor, Deputy 4/27/09*

COUNTY Counsel
Marsha L. Victor

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: 

Accounting Administrator

FINANCE LETTER

DEPARTMENT OF TRANSPORTATION
 DIVISION OF ACCOUNTING
 LOCAL PROGRAM ACCOUNTING BRANCH

Project sponsored by:
 1) State Funds
 2) Local Agency

Date: 4/2/2009
 EA #: 455804
 Sponsoring Agency: County of Riverside
 Agreement #: 8-1418

ATTN:

Project Location: In Riverside County, on Interstate 10, Postmile 35.7 to 36.5. Reconstruct Interchange at Interstate-10/Palm Drive/Eugene Aury Trail Near City of Palm Springs						
Administrated Phases of Work	Local Program Funds	Local Program Funds		Local Program Funds	State Funds	Totals
	Federal : 100 %	Federal : 80 %	Match: 20 %		TCRP	
	Fund Type: Stimulus ARRA	Fund Type: SAFETEA-LU Demo	Local Funds	Locals Funds	Fund Type: State	
SUPPORT						
Construction Support				\$3,539,000		\$3,539,000
CAPITAL						
Construction Capital	\$4,574,000	\$2,200,000	\$550,000	\$11,822,000	\$10,000,000	\$29,146,000
TOTALS	\$4,574,000	\$2,200,000	\$550,000	\$15,361,000	\$10,000,000	\$32,685,000
NOTES:						
Project Manager: Emad Makar 909 383-4978						
REMARKS:						

EXHIBIT A

CONTRIBUTION LETTER

EXHIBIT B

Date: 9/11/2008
 Local Agency: County of Riverside
 EA: 455804
 Agreement No.: 8-1418

Federal Fund Type	Federal Amount	Reimbursement Ratio	Match Fund Type	Match Amount	Totals
SAFETEA-LU DEMO	\$ 2,200,000.00	80/20	Local Funds	\$ 550,000.00	\$ 2,750,000.00
ARRA	\$ 4,574,000.00	0	No Match	\$ -	\$ 4,574,000.00
Project Manager: Emad Makar					
Notes: No Match for ARRA Stimulus funds					

Exhibit C

CVAG

COACHELLA VALLEY ASSOCIATION of GOVERNMENTS

Blythe • Cathedral City • Coachella • Desert Hot Springs • Indian Wells • Indio • La Quinta • Palm Desert • Palm Springs • Rancho Mirage
County of Riverside • Agua Caliente Band of Cahuilla Indians • Cabazon Band of Mission Indians • Torres Martinez Desert Cahuilla Indians

*Michael
FYI*

February 23, 2009

Emad Makar
Project Manager
Caltrans District 8
464 W. Fourth Street, 6th Floor
San Bernardino, CA 92401-1400

Subject: Assignment of Transportation Congestion Relief Plan Funds Allocated to the Palm Drive-Gene Autry Trail/ Interstate 10 Interchange Project

Dear Mr. Makar:

In the Summer of 2000 CVAG was notified that the Palm Drive-Gene Autry Trail/ Interstate 10 Interchange Project had been scheduled to receive \$10 Million from the newly legislated Traffic Congestion Relief Plan (TCRP). The TCRP was to be funded from a combination of State General Fund surpluses and the transfer for five years (FY 2000/2001 through FY 2005/2006) of the sales tax revenue from gasoline sales. CVAG had requested TCRP funds for the Palm Drive Interchange as its then highest priority, unfunded transportation project.

CVAG now requests that the TCRP funds be paid directly from the State of California to the County of Riverside, as the County of Riverside is the lead agency for project construction and administration. CVAG understands the payments to the County of Riverside will be on a monthly basis, in a reimbursed manner. Should you have any questions or comments, please contact Allyn Waggle of my staff.

Very truly yours,

Larry Parrish,
Interim Executive Director

xc: Allyn Waggle, Deputy Executive Director