

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

844A



FORM APPROVED COUNTY COUNSEL
BY: Myke Victor 5/20/09
MARSHAL L. VICTOR DATE

Departmental Concurrence

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
May 21, 2009

SUBJECT: Amendment Number One to the Construction Cooperative Agreement between the County of Riverside, Coachella Valley Association of Governments (CVAG) and the State of California Department of Transportation (Caltrans) for a proposed interchange at I-10 and Bob Hope Drive.

RECOMMENDED MOTION: That the Board approve Amendment Number One to the Construction Cooperative Agreement (Agreement No. 8-1379) between the County of Riverside, CVAG and Caltrans for a proposed interchange at I-10 and Bob Hope Drive, and authorize your chairman to execute same.

BACKGROUND: The Interstate 10 at Ramon Road Interchange is a gateway into the cities of Rancho Mirage and Cathedral City and the unincorporated County. Significant growth in the area has increased traffic beyond the capacity of the existing interchange. A new interchange is

Juan C. Perez
Director of Transportation

CSS:css
(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: Regional American Recovery and Reinvestment Act of 2009 (100%) Project No. A4-0747			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
 Policy
 Consent
 Consent
 Dep't Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref. 4/28/2009 3.31 | District: 4 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.73

The Honorable Board of Supervisors

Re: Amendment Number One to the Construction Cooperative Agreement between the County of Riverside, Coachella Valley Association of Governments (CVAG) and the State of California Department of Transportation (Caltrans) for a proposed interchange at I-10 and Bob Hope Drive.

May 21, 2009

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proposed to add capacity and improve operations of the interchange. The new interchange will be located just to the west of the Ramon Road interchange and will connect directly to Bob Hope Drive. The existing westbound on and off ramps and the eastbound off ramp will be removed from the Ramon Road interchange. The access provided by these existing ramps will be replaced with access provided by the new Bob Hope Drive interchange. The existing bridge overcrossing and eastbound on ramp at Ramon Road will remain.

The Board of Supervisors approved and executed a Construction Cooperative Agreement between the contracting parties dated April 30, 2009 that outlines each agency's responsibilities for the construction, maintenance and funding of the project. The terms of this agreement generally provide that Caltrans will perform the work necessary to construct the improvements, CVAG will fund any costs that are not covered by the State STIP/RIP funds and the County will take maintenance responsibility for all improvements constructed that are outside of the State right-of-way.

The Bob Hope Drive Interchange project has become eligible to receive Federal stimulus funds from the Regional American Recovery and Reinvestment Act of 2009 (ARRA) in the amount of \$34,912,000, and Federal Interstate Maintenance Discretionary (IMD) funds in the amount of \$475,000. This amendment modifies the terms of the original agreement to allow for the receipt and expenditure of ARRA funds on the project.

Work Order No. A4-0747

Contract No. 09-04-007 A1
Riverside Co. Transportation

08-Riv-10-PM 41.6/44.6
I-10/Bob Hope Drive
Construct New Interchange
EA 456001
District Agreement No. 8-1379 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 8-1379

This AMENDMENT NO. 1 to AGREEMENT NO. 8-1379, 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

COACHELLA VALLEY ASSOCIATION
OF GOVERNMENTS, a public entity,
referred to as "CVAG."

and

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

RECITALS

1. STATE, CVAG 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. 8-1379, on April 30, 2009, to construct the Interstate 10 (I-10)/Bob Hope Drive extension and interchange realignment with Ramon Road, near the Thousand Palms area, referred to herein as "PROJECT."
3. It has been decided that the PROJECT will now be using Regional American Recovery and Reinvestment Act of 2009 (ARRA) funds in the amount of \$34,912,000, and Federal Interstate Maintenance Discretionary (IMD) funds in the amount of \$475,000 in addition to STIP/RIP and local funds to meet PROJECT obligations. It has also been determined that the Post Miles on the original agreement were incorrect. The correct PROJECT Post Miles are 41.6/44.6.
4. The attached new Exhibit A-1 will, by this Amendment, be attached and made a part of the Agreement. The Exhibit A-1 shall replaced the original Exhibit A in it's entirety.
5. The parties hereto intend to amend the agreement as hereunder.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement No. 8-1379, Article 3 is hereby amended to read as follows:

“CVAG agrees to be responsible for one hundred (100%) percent of all PROJECT construction capital and support costs (of which a portion of the capital outlay will be funded out of Regional ARRA funding source in the amount not to exceed \$34,912,000, IMD in the amount of \$475,000, with the balance of capital outlay to be funded using local agency funding sources, and support costs will be funded out of STATE’s Transportation Improvement Program/Regional Improvement Program [STIP/RIP] funding source in the amount not to exceed \$5,429,000). The PROJECT cost estimate is \$46,031,000, as shown on Exhibit A-1. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by CVAG, using non-State funding sources.”

2. Under RECITALS of Agreement No. 8-1379, the following new Article 10 is hereby added and made a part of the agreement:

“The CTC approved the allocation of Regional American Recovery and Reinvestment Act of 2009 (ARRA) funds for PROJECT at its April, 2009 meeting.”

3. Under STATE AGREES of Agreement No. 8-1379, the following new Article 15 is hereby added and made a part of the agreement:

“To administer IMD, Regional ARRA and STIP/RIP on behalf of CVAG and to process all State allocations and/or State application of IMD, Regional ARRA and STIP/RIP on behalf of CVAG as applicable under Federal and State law, pursuant to Article 1 of Section II, of this Agreement.”

4. Under CVAG AGREES of Agreement No. 8-1379, Article 1 of Section II below is hereby amended to read as follows:

1. “To be responsible for one hundred percent (100%) of the total actual PROJECT capital construction costs (of which a portion will be funded out of Regional ARRA funding sources allocated for the PROJECT in the amount of \$34,912,000, and IMD in the amount of \$475,000, with the balance to be paid by local funding sources. The total estimated capital construction costs are \$40,602,000, including but not limited to the cost of materials furnished by STATE, COZEEP, supplemental work, change orders, claims related to the construction contract paid to the construction contractor, including those paid as a result of STATE’s administrative claims process and/or as an award in related arbitration, and the cost of STATE’s defense of all PROJECT-related claims for compensation for construction services which may be filed by said contractor. The actual construction costs of PROJECT shall be determined only after completion of all work, the closure of all claims for compensation for construction services, and

upon final accounting of all costs for construction of the PROJECT. If it becomes necessary for an increase in PROJECT capital funding, said increase will be paid in full by CVAG, using local funding sources.”

5. Under CVAG AGREES of Agreement No. 8-1379, of Section II the following new Articles 11 and 12 are hereby added and made a part of the Agreement:
 11. “Any funding received and used by CVAG 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 CVAG within ninety (90) days of demand or within such other period as agreed to by the parties. CVAG agrees that STATE is hereby authorized to intercept and withhold any future payments due CVAG from STATE or any third party source, including but not limited to the State Treasurer, the State Controller or the California Transportation Commission.”
 12. “To authorize STATE to administer, process and encumber IMD, Regional ARRA and STIP/RIP for PROJECT up to the amount shown in Exhibit A-1.”
6. Under MUTUALLY AGREED of Agreement No. 8-1379, Section IV, the following new Articles 37 and 38 are hereby added and made a part of the Agreement.
 37. “PROJECT is subject to the intent, terms, conditions, requirements, and constraints of the Regional American Recovery and Reinvestment Act of 2009 and as directed by STATE with regard to the ARRA.”
 38. “The Parties agree to charge all PROJECT costs to Regional American Recovery and Reinvestment Act of 2009 (ARRA) funds prior to charging them to other non- Regional ARRA funds. All non-Regional ARRA funds will be spent proportionally.”
7. The new Exhibit A-1, dated May 6, 2009, replaces the original Exhibit A of Agreement No. 1379 and is hereby attached to and made a part of that Agreement and any reference to Exhibit A in the original agreement is deemed to be a reference to the Exhibit A-1.
8. This Agreement may be executed by the parties in separate counter parts, each of which, when so executed and delivered, shall be an original, but all such counter parts shall together constitute one and the same Agreement.
9. All other terms and conditions of said Agreement No. 8-1379 shall remain in full force and effect.
10. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1379.

SIGNATURES ON FOLLOWING THREE PAGES:

I-10/BOB HOPE DRIVE EXTENSION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON
Director

By: _____
RAYMOND W. WOLFE, PhD
District Director (Acting)

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

COACHELLA VALLEY
ASSOCIATION OF GOVERNMENTS

By: _____
Chairman, Executive Committee

By: _____
JOHN WOHLMUTH
Executive Director

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
CVAG Counsel

COUNTY OF RIVERSIDE

By: _____
JEFF STONE
Supervisor, Board of Supervisors

By: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

By: Marsha L. Victor, Deputy 5/20/09
COUNTY Counsel
Marsha L. Victor

EXHIBIT A-1

COST ESTIMATE

DATE: May 6, 2009

<u>PHASE OF WORK</u>	Dollar Amount	TYPE OF FUNDS	Dollar Matching	Total (\$)
Construction Support (SERVICES)	\$5,376,130	STIP/RIP	10% State Matches \$52,780	\$5,429,000
Construction Capital	\$34,912,000	ARRA/CVAG	-----	\$34,912,000
Construction Capital	\$475,000	IMD	Federal 90%	\$475,000
Construction Capital	\$5,215,000	Local Funds	-----	\$5,215,000
-----	-----	-----	-----	46,031,000