

FORM APPROVED COUNTY COUNSEL
 BY: *N. Victor* 12/7/09
 MARSHAL VICTOR DATE

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

337A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
 December 3, 2009

SUBJECT: Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside, City of Palm Springs and the State of California Department of Transportation (Caltrans) for I-10 at Indian Avenue Interchange.

RECOMMENDED MOTION: That the Board approve and authorize the Chairman of the Board to execute Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside, City of Palm Springs and Caltrans for the Indian Avenue Interchange project located on Interstate 10. (District Agreement No. 8-1433 A/1)

BACKGROUND: The Indian Avenue at Interstate 10 Interchange project is identified as a high priority facility in CVAG's Regional Arterial Program. In addition, it is a gateway into the Cities of Palm Springs and Desert Hot Springs and the unincorporated County. Significant growth in the area has increased traffic beyond the capacity of the interchange and it is now failing during the

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:	2009/10

SOURCE OF FUNDS: City of Palm Springs (100%)	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

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

Prev. Agn. Ref. 10/20/09 (3.71) | District: 5 | Agenda Number:

ATTACHMENTS FILED
 WITH THE CLERK OF THE BOARD

3.23

The Honorable Board of Supervisors

RE: Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside, City of Palm Springs and the State of California Department of Transportation (Caltrans) for I-10 at Indian Avenue Interchange.

December 3, 2009

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peak hours of operation. Improvements are proposed to the interchange that will increase capacity and improve the operation to a satisfactory condition for current and future traffic volumes.

The City of Palm Springs is the lead agency for the Indian Avenue Interchange project. The City has requested that the County of Riverside perform the Advertisement, Award and Administration (AAA) for this project. The City of Palm Springs will reimburse the County for all costs associated with the project.

On October 20, 2009, the Board approved a Construction Cooperative Agreement between the City, County and Caltrans. 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 project will be receiving \$5,517,500 of Federal Stimulus Funds.

The other terms of the original Construction Cooperative Agreement between the City, County and Caltrans remain the same.

The construction of the interchange improvements are anticipated to start in Summer 2010.

Work Order No. A8-0372

Contract No. 09-09-004 A1
Riverside Co. Transportation

08-Riv-10-PM 32.6/33.6
Reconstruct Existing Interchange at
I-10/Indian Avenue
EA 455701
District Agreement No. 8-1433 A/1

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO 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

CITY OF PALM SPRINGS, a body politic and municipal corporation of the State of California, referred to herein as "CITY"

and

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

RECITALS

1. The parties hereto entered into Agreement No. 8-1433, on October 27, 2009, to reconstruct existing interchange at Interstate 10 (I-10)/Indian Avenue, located within the City of Palm Springs, in Riverside County, referred to herein as "PROJECT."
2. 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 \$5,517,500 in place of some of the Local funds.

IT IS THEREFORE MUTUALLY AGREED:

1. Under RECITALS of Agreement No. 8-1433, Article 4 is hereby amended in its entirety to read as follows:

“CITY for the purpose of funding PROJECT cost for capital outlay will be using Regional ARRA funding source in the amount not to exceed \$5,517,500, STATE’s Transportation Improvement Program/Regional Improvement Program (STIP/RIP) funding source in the amount of \$13,656,000, Federal Demonstration Transportation Equity Act for the 21st Century (DEMO TEA 21) funds in the amount of \$1,260,000 and CITY’s matching funds in the amount of \$315,000; and Safe, Accountable, Flexible, Efficient, Transportation Act Equity - A legacy for Users (DEMO SAFETEA-LU) funds in the amount of \$2,200,000 and CITY’s matching funds in the amount of \$550,000. The PROJECT cost estimate is \$30,762,000 as shown on Exhibit A-1, attached hereto and made a part of this Agreement.”

2. Under RECITALS of Agreement No. 8-1433, the following new Article 12 is hereby added to read as follows:

“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 SECTION I of Agreement No. 8-1433, Article 1 is hereby amended in its entirety to read as follows:

“To be responsible for one hundred (100%) percent of total PROJECT construction cost (of which a portion will be funded out of STATE’s STIP/RIP, Regional ARRA, DEMO and SAFETEA-LU with the balance to be funded using local agency funding sources, as shown in Exhibit A-1) required for satisfactory completion of PROJECT, including, but not limited to Construction Zone Enhancement Enforcement Program (COZEEP), “State-furnished material,” and source inspection costs of STATE’s IQA. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by CITY.”

4. Under SECTION I of Agreement No. 8-1433, the following new Articles 10, 11, 12, and 13 are hereby added to read as follows:

10. “Any funding received and used by CITY 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 CITY within ninety (90) days of demand or within such other period as agreed to by the parties. CITY agrees that STATE is hereby authorized to intercept and withhold any future payments due CITY from STATE or any third party source, including but not limited to the State Treasurer, the State Controller or the California Transportation Commission.”

11. “To submit continuous billing for reimbursement of a portion of the expenditures for PROJECT, to be paid out of Regional ARRA funds, up to the amounts shown against those funds in Exhibit A-1.”

12. “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 funding sources, which were reimbursed to CITY on a continuous basis.”

13. "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 funding sources, which were reimbursed to CITY on a continuous basis. CITY thereafter shall refund to STATE, promptly after completion of CITY's final accounting of costs for the above mentioned work, any amount of STATE's deposits required in Section I of this Agreement."
5. Under SECTION III of Agreement No. 8-1433, the following new Articles 9 and 10 are hereby added to read as follows:
 9. "To pay CITY not later than twenty-five (25) working days upon receipt of CITY's continuous billing therefor, for a portion of the actual construction capital expenditures, to be paid from Regional ARRA funds required for PROJECT."
 10. "The total PROJECT costs, to be paid from out of Regional ARRA funding sources, should not exceed the amounts shown in Exhibit A-1."
6. Under SECTION IV of Agreement No. 8-1433, the following new Articles 29 and 30 are hereby added to read as follows:
 29. "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 Regional ARRA."
 30. "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 November 18, 2009, replaces the original Exhibit A of Agreement No. 1433 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. All other terms and conditions of said Agreement No. 8-1433 shall remain in full force and effect.
9. This Amendment No. 1 to Agreement is hereby deemed to be a part of Agreement No. 8-1433.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RANDELL H. IWASAKI
Director of Transportation

By: _____
RAYMOND W. WOLFE PhD
District Director

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

CITY OF PALM SPRINGS

By: _____
DAVID H. READY
CITY Manager

By: _____
JAMES THOMPSON
CITY Clerk

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
DOUGLAS HOLLAND
CITY Counsel

COUNTY OF RIVERSIDE

By: _____
Supervisor, Board of Supervisors

By: _____
Clerk, Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

By: Marsha L. Victor Deputy
COUNTY Counsel
Marsha L. Victor

EXHIBIT "A-1"
COST ESTIMATE

Date: 11/18/2009

Administrated Phases of Work		Local Program Funds		Local Program Funds	Local Program Funds		State Funds	Other Funds	Totals
		Federal %: 80	Match%: 20	Federal %: 100	Federal %: 80	Match%: 20	100%	100%	
		Fund Type: DEMO TEA21	Fund Type: Local	Fund Type: Stimulus Regional ARRA	Fund Type: DEMO SAFETEA-LU	Fund Type: Local	Fund Type: STIP/RIP	Fund Type: Local	
SUPPORT	Phase								
PA&ED	0								\$0.00
PS&E	1								\$0.00
R/W Support	2								\$0.00
Construction Support	3							\$3,000,000.00	\$3,000,000.00
CAPITAL	Phase								
R/W Capital	9								\$0.00
Construction Capital	4	\$1,260,000.00	\$315,000.00	\$5,517,500.00	\$2,200,000.00	\$550,000.00	\$13,656,000.00	\$4,263,500.00	\$27,762,000.00
TOTALS		\$1,260,000.00	\$315,000.00	\$5,517,500.00	\$2,200,000.00	\$550,000.00	\$13,656,000.00	\$7,263,500.00	\$30,762,000.00