

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

448
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FROM: TLMA - Transportation Department

SUBMITTAL DATE:
April 21, 2011

SUBJECT: Cooperative Agreement with Starfield Sycamore Investors, LLC for Indian Truck Trail / I-15 Interchange improvements associated with Tracts 31908, 31908-1, 31908-2, 36316, and 36317.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject Cooperative Agreement between the County and Starfield Sycamore Investors, LLC; and
2. Authorize the the Chairman to execute the same.

BACKGROUND: The County and Starfield Sycamore Investors, LLC (Developer) desire to enter into this Cooperative Agreement to define the roles and responsibilities for jointly delivering the Indian Truck Trail interchange improvements. These improvements include

Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

FORM APPROVED COUNTY COUNSEL
BY: Dale A. Gardner 9/13/11 DATE
DALE A. GARDNER
County of Riverside, California

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,345,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/2011

SOURCE OF FUNDS: DIF Funds (92.6%) Roads, Bridges and Interchange Funds (AP 6 and AP 15), Developer Deposit (7.4%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
The Grande

County Executive Office Signature

Dept Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 6/19/07, Item 3.35 | **District:** 1 | **Agenda Number:**

The Honorable Board of Supervisors

RE: Cooperative Agreement with Starfield Sycamore Investors, LLC for Indian Truck Trail / I-15 Interchange improvements associated with Tracts 31908, 31908-1, 31908-2, 36316, and 36317.

April 21, 2011

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widening of Indian Truck Trail from two to four lanes with dedicated right and left-turn lanes between Interstate 15 and Temescal Canyon Road, and widening and signalization of the freeway interchange ramps.

The Developer desires to fund a portion of the improvement costs and provide planning and design functions in order to satisfy the Developer's conditions of approval by the County for its development Tracts as applicable to the delivery of these improvements. The County will also fund a portion of the improvement costs with DIF Major Improvement Funds in the amount of \$1,245,000 previously allocated from the Temescal and Greater Elsinore area plans.

Construction of this project is anticipated to begin in the Fall of 2011.

There are two companion items on this same Board Agenda:

- 1) An agreement between Lee Lake Water District, the County of Riverside and Starfield Sycamore Investors, LLC to allow the County to receive disbursements from the Lee Lake Water District Community Facilities District No. 1 for costs relating to the interchange improvements up to \$4.8 million.
- 2) A Transportation Uniform Mitigation Fee (TUMF) Credit Agreement to issue appropriate credits to the Developer since this is a TUMF eligible interchange.

The County was successful in qualifying for \$1 million in Proposition 1B State-Local Partnership Program funds, and will be seeking allocation of these funds through Caltrans to the California Transportation Commission.

Project Number: B40501

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

Contract No. 11-04-004
Riverside Co. Transportation

AND

STARFIELD SYCAMORE INVESTORS, LLC

FOR ROADWAY IMPROVEMENTS AT

INDIAN TRUCK TRAIL / I-15 INTERCHANGE

This Cooperative Agreement ("Agreement") entered into this _____ day of _____, 2011, by and between the County of Riverside ("County"), and Starfield Sycamore Investors, LLC ("Developer"), for the provision of certain roadway improvements at Indian Truck Trail/I-15 Interchange. County and Developer are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

RECITALS

- A. County and Developer have determined that there is great need for roadway improvements generally described as Indian Truck Trail/Interstate 15 Interchange ramp widening and signalization, and Indian Truck Trail widening between I-15 and Temescal Canyon Road (the "Project"), as further described in Exhibit A (Scope of Work).
- B. County and Developer desire to designate County as the lead agency for the construction of the Project and County will therefore provide the administrative, technical, managerial, and support services necessary to construct the Project.
- C. Developer desires to fund a portion of the Project costs in order to satisfy Developer's conditions of approval by County for its development Tracts 31908, 36316, and 36317 as applicable to the delivery of the Project.
- D. County and Developer desire to define herein the terms and conditions under which said Project is to be administered, environmentally cleared, designed, coordinated, constructed, managed, and financed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto agree as follows:

SECTION 1 • COUNTY AGREES:

- 1. To fund a portion of the Project costs in the amount shown in Exhibit "B".
- 2. To deem satisfied each of the Trans Conditions of Approval (COA) for the Developer's development that are solely applicable to the Project upon the execution by all parties of the JCFA Amendment (defined below),

1 which shall entitle the County to receive a maximum of **\$4,800,000** from the existing bond proceeds from Lee
2 Lake Water District (LLWD) Community Facilities District (CFD) No. 1 (the "Bond Proceeds") and upon the
3 County awarding the construction contract for the Project. In the case that a single COA contains
4 requirements related to the Project as well as requirements that relate to other areas of the Developer's
5 development, only the portion of the COA that relates to the Project will be deemed satisfied upon execution
6 of the JCFA Amendment and upon the County awarding the construction contract for the Project. Such COA
7 will be deemed fully satisfied once all of the requirements of that specific COA have been met.

8 3. To execute an amendment to the existing Joint Community Facilities Agreement by and among the County,
9 Developer and LLWD relating to LLWD CFD No. 1, which amendment shall provide the County the
10 unrestricted right to fund costs of the Project with the Bond Proceeds (the "JCFA Amendment").

11 4. To enter into a Transportation Uniform Mitigation Fee (TUMF) Improvement and Credit/Reimbursement
12 Agreement with Developer (the "TUMF Agreement") concurrent with the execution of the JCFA Amendment
13 and this Cooperative Agreement.

14 5. To acquire and secure right-of-way needed for the Project.

15 6. To make all necessary arrangements with the owners of any existing public and/or private utility facilities for
16 their protection, relocation, or removal if in conflict with the Project construction.

17 7. To advertise, award and administer a public works contract for the construction of the Project in accordance
18 with the local Agency Public Construction Code and the California Labor Code.

19 8. To construct the Project in accordance with approved plans, specifications and estimates (PS&E) documents.

20 9. To furnish a representative to perform the function of Resident Engineer during construction of the Project.
21 The Resident Engineer shall be a Licensed Civil Engineer. The Resident Engineer shall also be independent
22 of the construction contractor.

23 10. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
24 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
25 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
26 inspection and staff services necessary to assure that the construction is performed in accordance with the
27 PS&E documents.

28 11. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
29 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a

1 certified material tester.

2 12. To release the surety bonds previously provided by Developer solely for the Project upon approval and
3 execution of the JCFA Amendment and upon the County awarding the construction contract for the Project. If
4 the surety bonds cover more improvements than the Project, the bonds will be reduced to a level consistent
5 with the remaining conditioned improvements apart from the Project. Any reduction in surety bonds related to
6 the Project will occur after the execution of the JCFA Amendment, and upon the County awarding the
7 construction contract for the Project.

8 13. The scope of the bidding and construction support services as described in Section 2, 6 shall be minimized by
9 the County wherever possible through diligent project management.

10 **SECTION 2 • DEVELOPER AGREES:**

11 1. To fund the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an
12 environmental document (ED) and obtaining environmental clearance, providing utility coordination for
13 relocation of impacted utilities, and providing support for right-of-way acquisitions, as necessary to construct
14 the Project improvements. The estimated costs for Developer's contributions are provided in Exhibit "B".

15 2. To enter into the JCFA Amendment.

16 3. To enter into the TUMF Agreement.

17 4. To prepare, or cause to be prepared, detailed PS&E and ED documents for the Project and submit to County
18 and Caltrans for review and approval at appropriate stages of development. Developer shall obtain all
19 necessary PS&E and ED approvals, including Utilities and Right of Way Certification from Caltrans and the
20 County in order to advertise the Project for construction.

21 5. To identify and locate all utility facilities within the Project area as part of its project design responsibility. If
22 any existing public and/or private utility facilities conflict with the Project construction, Developer shall work
23 with the County to make all necessary arrangements with the owners of such facilities for their protection,
24 relocation, or removal. All utility facilities shall be identified on the Project plans and specifications, and
25 conflicting utilities shall be denoted.

26 6. To provide for bid support during the construction bidding process as it relates to PS&E prepared on behalf of
27 the Project. In addition, construction support will be provided. Construction support will include the following;
28 a pre-construction meeting, shop drawing and submittal review, additional drawings as may be required in
29 support of necessary change orders (non-elective), site visits as needed, respond to inquiries/request for

1 information (RFI), change order preparation and review, and develop final record drawings based upon
2 redlines provided by the County's project Resident Engineer. Developer's costs associated with providing
3 bidding and construction support activities are an eligible construction related expense and shall be eligible
4 for reimbursement through the CFD contribution identified in Exhibit B.

5 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 6 1. The construction cost estimate for the Project is **\$5,500,000**, as shown in Exhibit "B".
- 7 2. Should the lowest responsive bid amount be less than the construction cost estimate, the County may request
8 an initial payment from LLWD CFD No. 1 that is less than the maximum Bond Proceeds amount. However,
9 the County may request additional payments from LLWD CFD No. 1, up to the maximum Bond Proceeds
10 amount to cover additional costs, such as approved change orders.
- 11 3. Should unforeseen circumstances arise, which result in a lowest responsive bid price of up to a 25% increase
12 over the construction cost estimate, County will fund this additional amount.
- 13 4. Should unforeseen circumstances arise, which result in a lowest responsive bid price of more than a 25%
14 increase over the construction cost estimate, County and Developer shall in good faith work together to find a
15 funding solution for the amount above said 25% increase. In the event County and Developer are unable to
16 arrive at a mutually acceptable funding solution within ninety (90) days following receipt of bids for
17 construction of the Project, this Agreement shall be terminated. Immediately upon termination of this
18 Agreement, County and Developer shall provide written notice to LLWD of such termination.
- 19 5. Developer and County shall coordinate and cooperate in the effort to establish prior rights related to utility
20 encroachments into Caltrans and County right-of-way. In the case that any utility companies are determined
21 to have prior rights, the cost of relocating utilities shall be borne by County.
- 22 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
23 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
24 be necessary to transfer ownership.
- 25 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
26 both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party
27 hereto.
- 28 8. Developer and County shall retain or cause to be retained for audit, all records and accounts relating to the
29 Project for a period of three (3) years from the date of Notice of Completion for the Project.

1 9. Neither County nor any officer or employee thereof shall be responsible for any damage or liability occurring
2 by reason of anything done or omitted to be done by Developer under or in connection with any work,
3 authority or jurisdiction delegated to Developer under this Agreement. It is further agreed that Developer shall
4 fully indemnify and hold County harmless from any liability imposed for injury (as defined by Government
5 Code Section 810.8) occurring by reason of anything done or omitted to be done by Developer under or in
6 connection with any work, authority or jurisdiction delegated to Developer under this Agreement.

7 10. Neither Developer nor any officer or employee thereof shall be responsible for any damage or liability
8 occurring by reason of anything done or omitted to be done by County under or in connection with any work,
9 authority or jurisdiction delegated to County under this Agreement. It is further agreed that County shall fully
10 indemnify and hold Developer harmless from any liability imposed for injury (as defined by Government Code
11 Section 810.8) occurring by reason of anything done or omitted to be done by County under or in connection
12 with any work, authority or jurisdiction delegated to County under this Agreement.

13 11. This Agreement and the exhibits herein contain the entire agreement between the Parties, and are intended
14 by the Parties to completely state the Agreement in full. Any agreement or representation respecting the
15 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
16 Agreement, is null and void.

17 12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
18 parties not party to this Agreement or affect the legal liability of either Party to the Agreement by imposing any
19 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

20 13. This Agreement may be signed in counterparts, each of which shall constitute an original and which
21 collectively shall constitute one instrument.

22 14. All notices, demands, invoices, and written communications shall be in writing and delivered to the following
23 addresses or such other address as the Parties may designate:

24 To County: Riverside County Transportation Department
25 Attention: Juan C. Perez
26 4080 Lemon Street, 8th Floor
27 Riverside, CA 92501
28 Phone: (951) 955-6740
29

1 To Developer: Starfield Sycamore Investors, LLC

2 Attention: Daniel Schwaegler

3 100 Pine Street #3000

4 San Francisco, CA 94111

5 And: Starfield Sycamore Investors, LLC

6 c/o Foremost Communities

7 Attention: Steve Cameron

8 2151 Michelson Dr., Suite 250

9 Irvine, CA 92612

10 Phone: (949) 748-6714


11
12 IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized
13 representatives to be effective on the day and year first above-written.

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15 **[Signatures on Following Page]**
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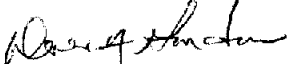
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:



Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:



Dale A. Gardner
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

PRINTED NAME
Chairman, Board of Supervisors

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

_____ Dated: _____

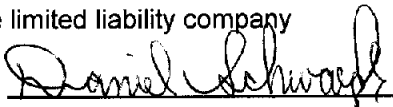
Deputy

DEVELOPER

APPROVED BY:

Starfield Sycamore Investors, L.L.C., a Delaware
limited liability company

By: SOF-VI Sycamore Creek Holdings, LLC, a
Delaware limited liability company

By: 
_____ Daniel Schwaegler, Vice President

APPROVED BY:

State of California County of San Francisco
Subscribed and sworn to (or affirmed) before me: on
this 7 day of April, 2011, by: Daniel Schwaegler
proved to me on the basis of satisfactory evidence to be
the person(s) who appeared before me.
(Seal) Signature Diana Polyakov

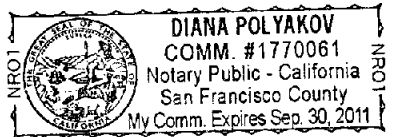


EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Indian Truck Trail will be widened from two to four through lanes with dedicated left and right-turn lanes at the Interstate 15 (I-15) Interchange. The limits are from the Caltrans right of way on the west side of the interchange to Temescal Canyon Road on the east side of the interchange. Construction of retaining walls under the I-15 bridges will accommodate the widening of Indian Truck Trail. The northbound (NB) entrance ramp to I-15 will be widened to three lanes at its intersection with Indian Truck Trail, including a High Occupancy Vehicle (HOV) preferential lane. The northbound and southbound exit ramps will be widened to three lanes at their respective intersections with Indian Truck Trail. No widening is proposed for the I-15 southbound (SB) entrance ramp. Ramp metering will be installed on I-15 NB and SB entrance ramps. Three new traffic signals will be installed at the southbound and northbound ramp intersections, and at the intersection of Indian Truck Trail / Temescal Canyon Road.

EXHIBIT B • PROJECT COST ESTIMATE / FUNDING

COST ESTIMATE	OTHER	DEVELOPER	COUNTY	TOTAL
Construction				\$5,500,000
Construction Support			\$800,000	\$800,000
Right of Way/Utilities			\$700,000	\$700,000
Design/Envir./Other		\$1,700,000	\$850,000	\$2,550,000
Cost Estimate Total				\$9,550,000
FUNDING				
Deposits	\$700,000	\$100,000		\$800,000
Planning/Design Contribution		\$1,700,000		\$1,700,000
LLWD CFD No. 1	\$4,800,000			\$4,800,000
Prop 1B SLPP Grant	\$1,000,000			\$1,000,000
DIF Major Improvement Funds			\$1,245,000	\$1,245,000
Other			\$5,000	\$5,000
Funding Total				\$9,550,000