

**SUBMITTAL TO THE FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT BOARD  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

603B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**

May 17, 2011

**SUBJECT:** Santa Ana River below Prado Dam – Reach 9 Phase 2B Project  
Project No. 2-0-00105  
Cooperative Agreement

**RECOMMENDED MOTION:**

- 1) Approve the Cooperative Agreement between the District, the Orange County Flood Control District (OCFCD), and the Riverside County Transportation Commission (RCTC); and
- 2) Authorize the Chairman to execute the Cooperative Agreement on behalf of the District.

**BACKGROUND:**

The Agreement is necessary to preserve cost sharing equity and to define other responsibilities for the relocation of various facilities as required by the U.S. Army Corps of Engineers (Corps) Reach 9 Phase 2B project, as part of the larger Santa Ana River Mainstem Project, amongst the District, OCFCD and RCTC. Continued on Page 2

TT:blj

*Warren D. Williams*

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F.Y. District Cost:	N/A	In Current Year Budget:	N/A
	Current F.Y. County Cost:	N/A	Budget Adjustment:	N/A
	Net District Cost:	N/A	For Fiscal Year:	N/A

**SOURCE OF FUNDS:**

Contributions from Riverside County Transportation Commission

Positions To Be Deleted Per A-30

Requires 4/5 Vote

**C.E.O. RECOMMENDATION:**

BY: *Michael R. Shetler*  
Michael R. Shetler

**County Executive Office Signature**

FORM APPROVED COUNTY COUNSEL  
BY: *Neal R. Kipnis* DATE: *5/11/11*  
Departmental Concurrence

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

2011 MAY 10 PM 11:13  
RECEIVED BY RIVERSIDE COUNTY

Prev. Agn. Ref.: 11.6, 07/27/10 | District: 2nd | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

11.2

**FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD SUBMITTAL  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SUBJECT:** Santa Ana River below Prado Dam – Reach 9 Phase 2B Project  
Project No. 2-0-00105  
Cooperative Agreement

**SUBMITTAL DATE:** May 17, 2011

**Page 2**

**BACKGROUND:**

On July 27, 2010 (Agenda Item 11.6) the Board authorized an expenditure of \$1,035,000 for utility relocations necessary pursuant to an existing Local Cooperation Agreement (LCA) for this project. The authorization for this Cooperative Agreement will establish the mechanism for the District to be reimbursed for the earlier expenditure from RCTC.

County Counsel has approved the Cooperative Agreement as to legal form. The Agreement is to be executed in counterpart by the participating agencies.

TT:blj

1 **AGREEMENT**

2 This agreement, hereinafter referred to as "AGREEMENT" and for purposes of identification  
3 hereby numbered **D11-002** (ORANGE COUNTY FLOOD CONTROL DISTRICT Agreement Number) and  
4 **11-31-090-00** (RIVERSIDE COUNTY TRANSPORTATION COMMISSION Agreement Number) and  
5 dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011, is

6 BY and AMONGST

7 ORANGE COUNTY FLOOD CONTROL DISTRICT, a  
body corporate and politic, hereinafter referred to as "OCFCD,"

8 RIVERSIDE COUNTY FLOOD CONTROL AND WATER  
9 CONSERVATION DISTRICT, a body corporate and politic,  
hereinafter referred to as "RCFC&WCD,"

10 AND

11 RIVERSIDE COUNTY TRANSPORTATION COMMISSION, a  
body corporate and politic, hereinafter referred to as "RCTC,"

12 Which are sometimes individually referred to as "PARTY," or collectively referred to as  
13 "PARTIES."

14 **RECITALS**

15 **WHEREAS**, the Water Resources Development Act of 1986 (WRDA), Public Law 99-662,  
16 authorized construction of flood control improvement features for the Santa Ana River Mainstem Project  
17 ("SARMP") which includes, as a component, improvements to the Lower Santa Ana River ("LSAR");

18 **WHEREAS**, improvements to the LSAR include construction of approximately 6,000 linear feet of  
19 bank protection and a temporary water diversion canal extending through the counties of Orange and  
20 Riverside, also known as Santa Ana River Reach 9 Phase 2B (hereinafter referred to as "PROJECT");

21 **WHEREAS**, PROJECT is located within the southern portion of the Green River Golf Club  
22 ("GRGC") and adjacent to State Route 91 freeway ("SR-91"), between Coal Canyon Road and the Green  
23 River Mobile Home Park, as shown in Exhibit A (SAR Reach 9 Phase 2B Location Map) which is attached  
24

1 hereto and incorporated by this reference;

2       **WHEREAS**, the purpose of PROJECT is to protect the SR-91, the only major route for  
3 commuters between Riverside and Orange Counties, from damages due to storm water releases from  
4 Prado Dam;

5       **WHEREAS**, OCFCD and RCFC&WCD, pursuant to their Local Cooperation Agreement ("LCA")  
6 with United States Army Corps of Engineers ("CORPS"), are the Local Sponsors of PROJECT with the  
7 CORPS, as the PROJECT proponent, responsible for the preparation of PROJECT plans, specifications  
8 and estimates, construction administration, and for compliance with all applicable legal requirements  
9 related thereto, as authorized by WRDA;

10       **WHEREAS**, as Local Sponsors, OCFCD and RCFC&WCD are responsible for providing all lands,  
11 easements, rights-of-way, relocations and disposal sites (hereinafter referred to collectively as  
12 "LERRDS") required for construction of SARMP, within their respective jurisdictional boundaries;

13       **WHEREAS**, OCFCD is the fee owner of GRGC and desires to implement various features for the  
14 GRGC as part of PROJECT;

15       **WHEREAS**, in order to ensure flexibility for potential future projects, including but not limited to  
16 the proposed SR-91 Corridor Improvement Project, RCTC is cost-sharing with the Local Sponsors in the  
17 relocation of existing utilities and other facilities in an effort to minimize any future potential disturbances  
18 to these facilities and/or relocations within the PROJECT site;

19       **WHEREAS**, as Local Sponsors, OCFCD and RCFC&WCD, by way of a request to the CORPS,  
20 are allowed to implement during construction additional features not otherwise included within the scope  
21 of CORPS' responsibilities, funding or otherwise, per the LCA for PROJECT (hereinafter referred to as  
22 "BETTERMENTS");

23       **WHEREAS**, PARTIES desire to include various LERRDS and BETTERMENTS as part of  
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1 PROJECT, including the relocation of the bridge and driveway, the relocation of various utilities that are in  
2 conflict with PROJECT and other potential future SR-91 improvements, and the construction of a  
3 temporary bikeway detour, hereinafter referred to collectively as "RELOCATIONS";

4 **WHEREAS**, PARTIES understand that CORPS, as the project proponent for the entire SARMP,  
5 has sole authority to determine which additional features requested by PARTIES to be implemented are  
6 included within the scope of the CORPS' responsibilities per LCA for PROJECT (hereinafter referred to as  
7 "PROJECT COST"), or otherwise classified as LERRDS or BETTERMENTS;

8 **WHEREAS**, PARTIES desire to enter into AGREEMENT for the purpose of defining the roles and  
9 responsibilities of PARTIES for the cost-share of RELOCATIONS;

10 **WHEREAS**, it is in the public interest for PARTIES to cooperate with the financing of the design  
11 and construction of RELOCATIONS.

12 **NOW, THEREFORE THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

13 **1. RECITALS**

14 The recitals set forth above are incorporated herein by this reference.

15 **2. PURPOSE**

16 The purpose of this AGREEMENT is to establish the terms and conditions for  
17 implementation of RELOCATIONS, and establish the terms under which PARTIES will  
18 contribute towards the cost-share of said RELOCATIONS.

19 **3. PROJECT COORDINATION**

20 a. OCFCD's Director of the OC Public Works Department ("OC Public Works"), or an  
21 authorized designee, hereinafter referred to as "OCFCD REPRESENTATIVE," shall  
22 be OCFCD's representative in all matters pertaining to this AGREEMENT.

23 b. RCTC's Executive Director, or an authorized designee, hereinafter referred to as  
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"RCTC REPRESENTATIVE," shall be RCTC's representative in all matters pertaining to this AGREEMENT.

c. RCFC&WCD's General Manager-Chief Engineer, or an authorized designee, hereinafter referred to as "RCFC&WCD REPRESENTATIVE," shall be RCFC&WCD's representative in all matters pertaining to this AGREEMENT.

**4. PERIOD OF PERFORMANCE**

The term of this AGREEMENT shall commence upon the date of the last to sign of the respective Boards of each PARTY. Thereafter, the AGREEMENT shall remain in effect until 90 days after CORPS' final accounting of the costs related to RELOCATIONS, as defined in this AGREEMENT, has been submitted to PARTIES, unless earlier terminated by one PARTY provided that ninety (90) days written notice of termination is given to all other PARTIES pursuant to the requirements set forth in Paragraph 6, and that the financial and other obligations incurred to that point of the PARTY seeking termination have been fully satisfied as determined by the other PARTIES.

**5. PARTY ROLES AND RESPONSIBILITIES**

a. A summary of the cost-share amounts and percentages as described in this Paragraph 5 is tabulated and attached hereto as Exhibit B (OCFCD, RCFC&WCD and RCTC Cost Share Summary Table for Relocations) and incorporated by this reference. Table 1 of Exhibit B includes the estimated cost-share amounts and Table 2 of Exhibit B sets forth the specific cost-share percentages as allocated between the PARTIES. PARTIES understand and agree that the information indicated in Exhibit B, Table 1 is a good faith estimate of the various costs, and may be subject to adjustments as PROJECT design and/or construction progresses. Notwithstanding

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any adjustments to the various costs, the final costs shall be based upon CORPS' final accounting of cost for RELOCATIONS and shall be allocated per the specific cost-share percentages set forth in Table 2 of Exhibit B.

b. PARTIES shall contribute equally to the incremental difference in the construction cost between a temporary and permanent bridge and driveway, as shown in Exhibit B, Table 1, Item 1(a), Column 10. Including adjustments for contract administration and contingencies, the difference, estimated at approximately EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$830,000), shall be shared equally by all PARTIES. The CORPS considers the incremental difference in cost an "BETTERMENT", and PARTIES concur, since PROJECT only requires a temporary bridge and driveway during construction. Similarly, the incremental design cost, as shown in Exhibit B, Table 1, Item 1(b), Column 10 and estimated to be approximately TWO HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$265,000), for the permanent bridge and driveway shall be shared equally among PARTIES.

c. OCFCD shall assume 97% of the cost, as shown in Exhibit B, Tables 1 and 2, Item 2(a), Column 5, for implementation of the temporary bikeway detour, which is estimated at approximately EIGHT HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$865,000), since the existing Class I bikeway is located almost entirely within Orange County. RCFC&WCD shall pay for the remaining 3%, as shown in Exhibit B, Tables 1 and 2, Item 2(a), Column 7, estimated at approximately TWENTY-SEVEN THOUSAND DOLLARS (\$27,000). The CORPS considers this temporary bikeway detour as LERRDS within Orange and Riverside Counties, and PARTIES concur. Similarly, the design cost for the bikeway detour shall be shared by the same

1 percentage between OCFCD and RCFC&WCD, as shown in Exhibit B, Table 2, Item  
2 2(b), Columns 5 and 7.

3 d. PARTIES shall contribute equally for the funding of the gas (via the Gas Company)  
4 and water (via City of Corona) utility relocations, which is shown in Exhibit B, Tables  
5 1 and 2, Items 3 and 4. The CORPS considers these utility relocations  
6 BETTERMENTS and therefore constituting RELOCATIONS per this AGREEMENT,  
7 and PARTIES concur, since these services only pertain to the GRGC. These utility  
8 relocations will be implemented as part of the CORPS design and construction  
9 contracts. RCTC shall remit its portion of the cost-share directly to RCFC&WCD,  
10 within thirty (30) days upon receipt of an invoice from CORPS.

11 e. OCFCD shall be solely responsible for the relocation of irrigation and wells impacted  
12 by PROJECT within the GRGC, as shown in Exhibit B, Tables 1 and 2, Item 5. The  
13 CORPS considers these relocations as BETTERMENTS and therefore constituting  
14 RELOCATIONS per this AGREEMENT, and PARTIES concur, because these utilities  
15 service only the GRGC.

16 f. RCFC&WCD and RCTC shall share equally in the cost for implementation of the  
17 power (via SCE) and cable/internet/phone (via AT&T) relocations, as shown in  
18 Exhibit B, Tables 1 and 2, Items 6 and 7. The CORPS considers these  
19 RELOCATIONS as LERRDS within Riverside County, and PARTIES concur. Should  
20 RCFC&WCD and RCTC desire to include these RELOCATIONS as part of a CORPS  
21 construction contract change order, payment shall be remitted directly to the CORPS  
22 by way of RCFC&WCD. RCTC shall remit its portion of the cost-share directly to  
23 RCFC&WCD, within ninety (90) days upon receipt of an invoice from CORPS, as the

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1 k. As construction of the items of work identified in Exhibit B for RELOCATIONS under  
2 this AGREEMENT progresses, it may be determined that some items of work or  
3 portions thereof may not be required, resulting in excess funds. Further, actual  
4 construction costs may be less than the estimated funds as shown in Exhibit B. As  
5 such, each PARTY's unused funds may be shifted among the various items of work  
6 listed in Exhibit B at the discretion of each PARTY. Refund of overpayment to any  
7 PARTY shall be based on a final accounting provided by the CORPS.

8 l. Similarly, as construction of the items of work identified in Exhibit B for  
9 RELOCATIONS under this AGREEMENT progresses, it may be determined that  
10 additional funds not previously anticipated may be required. As such, all PARTIES  
11 agree that they will contribute using the same cost-share percentages shown in  
12 Exhibit B, Table 2 for tasks that have been previously identified. Any additional tasks  
13 required for the implementation of RELOCATIONS that were not previously identified  
14 in Exhibit B shall be funded per CORPS' determination of the type of work necessary  
15 (PROJECT COST, LERRDS or BETTERMENT) and with the mutual written consent  
16 of all PARTIES.

17 **6. NOTICES**

18 a. Notices or other communications which may be required or provided under the terms  
19 of this AGREEMENT shall be given as follows:

20  
21 OCFCD: Director  
22 OC Public Works Department  
23 County of Orange  
24 P.O. Box 4048  
25 Santa Ana, CA 92702-4048  
26 Facsimile No. (714) 834-2395

1 RCFC&WCD: General Manager-Chief Engineer  
2 Riverside County Flood Control and Water Conservation  
3 District  
4 1995 Market Street  
5 Riverside, CA 92501  
6 Facsimile No. (951) 788-9965

7 RCTC: Executive Director  
8 Riverside County Transportation Commission  
9 P.O. Box 12008  
10 Riverside, CA 92502  
11 Facsimile No. (951) 787-7920

- 12 b. All notices shall be in writing and deemed effective when delivered in person, on the  
13 day of delivery, on the business day following deposit of notice with an overnight  
14 delivery service such as Federal Express, or on the fifth business day after deposit in  
15 the United States mail, first class, postage prepaid and addressed as above. Any  
16 notices, correspondence, reports, and/or statements authorized or required by this  
17 AGREEMENT, addressed in any other fashion shall be deemed not given.
- 18 c. Each PARTY hereto may change its address to which notices are to be sent by  
19 giving notice of such change to the other two PARTIES.

20 **7. INDEMNIFICATION**

21 a. Indemnification by RCTC

22 RCTC hereby agrees to indemnify, defend (with counsel approved in writing by  
23 OCFCD and RCFC&WCD), and hold harmless OCFCD, RCFC&WCD, Counties of  
24 Orange and Riverside ("COUNTIES") and the officers, Board of Supervisors, elected  
25 and appointed officials, employees, authorized agents and representatives of  
26 OCFCD, RCFC&WCD, and/or COUNTIES ("OCFCD/RCFC&WCD/COUNTIES  
INDEMNITEES") from any and all losses, injuries, liability, damages, claims,  
proceeding or action, present or future, costs and expenses (including but not limited

1 to attorney fees and court costs, cost of investigation, defense and settlements or  
2 awards), incurred by or made against OCFCD, RCFC&WCD, COUNTIES, or any  
3 OCFCD/RCFC&WCD/COUNTIES INDEMNITEES, based upon, arising out of or in  
4 any way relating to: (i) any breach of this AGREEMENT by RCTC, or (ii) the actual or  
5 alleged willful misconduct or negligent acts or omissions of RCTC and/or RCTC  
6 INDEMNITEES (as defined below) in connection with the performance under this  
7 AGREEMENT; provided, however, that the indemnification provided by this  
8 subparagraph shall not operate to relieve OCFCD, RCFC&WCD, or COUNTIES from  
9 any loss, injury, liability, damages, claims, costs or expenses to the extent  
10 determined by a court of competent jurisdiction to have been proximately caused by  
11 the willful misconduct or negligent acts or omissions of OCFCD, RCFC&WCD,  
12 COUNTIES, or the OCFCD/RCFC&WCD/COUNTIES INDEMNITEES, or any of  
13 them. As used in this subparagraph and subparagraphs b and c below, the term  
14 "OCFCD/RCFC&WCD/COUNTIES INDEMNITEES" shall include any of the officers,  
15 Board of Supervisors, elected or appointed officials, employees, agents or  
16 representatives of the OCFCD, RCFC&WCD, County of Orange, and County of  
17 Riverside.

18 b. Indemnification by RCFC&WCD

19 RCFC&WCD hereby agrees to indemnify, defend (with counsel approved in writing  
20 by OCFCD and RCTC), and hold harmless OCFCD, County of Orange ("ORANGE  
21 COUNTY"), RCTC and the officers, Board of Supervisors, elected or appointed  
22 officials, employees, agents and representatives of OCFCD, RCTC and/or COUNTY  
23 ("OCFCD/ORANGE COUNTY/RCTC INDEMNITEES") from any and all losses,  
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1 injuries, liability, damages, claims, proceeding or action, present or future, costs and  
2 expenses (including but not limited to attorney fees and court costs, cost of  
3 investigation, defense and settlements or awards), incurred by or made against  
4 OCFCD, ORANGE COUNTY, RCTC or any OCFCD/ ORANGE COUNTY/RCTC  
5 INDEMNITEES, based upon, arising out of or in any way relating to: (i) any breach of  
6 this AGREEMENT by RCFC&WCD, or (ii) the actual or alleged willful misconduct or  
7 negligent acts or omissions of RCFC&WCD and/or RCFC&WCD INDEMNITEES (as  
8 defined above) in connection with the performance of this AGREEMENT; provided,  
9 however, that the indemnification provided by this subparagraph shall not operate to  
10 relieve OCFCD, ORANGE COUNTY or RCTC from any loss, injury, liability,  
11 damages, claims, proceeding or action, present or future, costs or expenses  
12 (including but not limited to attorney fees and court costs, cost of investigation,  
13 defense and settlements or awards) to the extent determined by a court of competent  
14 jurisdiction to have been proximately caused by the willful misconduct or negligent  
15 acts or omissions of OCFCD, ORANGE COUNTY, RCTC or the OCFCD/ORANGE  
16 COUNTY/RCTC INDEMNITEES.

17 c. Indemnification by OCFCD

18 OCFCD hereby agrees to indemnify, defend (with counsel approved in writing by  
19 RCFC&WCD and RCTC), and hold harmless RCFC&WCD, County of Riverside  
20 ("RIVERSIDE COUNTY"), RCTC and the officers, Board of Supervisors, elected or  
21 appointed officials, employees, agents and representatives of RCFC&WCD, RCTC  
22 and/or RIVERSIDE COUNTY ("RCFC&WCD/RIVERSIDE COUNTY/RCTC  
23 INDEMNITEES") from any and all losses, injuries, liability, damages, claims,  
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1 proceeding or action, present or future, costs and expenses (including but not limited  
2 to attorney fees and court costs, cost of investigation, defense and settlements or  
3 awards), incurred by or made against RCFC&WCD, RIVERSIDE COUNTY, RCTC or  
4 any RCFC&WCD/RIVERSIDE COUNTY/RCTC INDEMNITEES, based upon, arising  
5 out of or in any way relating to: (i) any breach of this AGREEMENT by OCFCD, or (ii)  
6 the actual or alleged willful misconduct or negligent acts or omissions of OCFCD  
7 and/or OCFCD INDEMNITEES (as defined above) in connection with the  
8 performance of this AGREEMENT, provided, however, that the indemnification  
9 provided by this subparagraph shall not operate to relieve RCFC&WCD, RIVERSIDE  
10 COUNTY or RCTC from any loss, injury, liability, damages, claims, costs or  
11 expenses to the extent determined by a court of competent jurisdiction to have been  
12 proximately caused by the willful misconduct or negligent acts or omissions of  
13 RCFC&WCD, RIVERSIDE COUNTY, RCTC or the RCFC&WCD/ RIVERSIDE  
14 COUNTY/RCTC INDEMNITEES.

15 **8. INDEPENDENT CONTRACTOR STATUS**

16 This AGREEMENT is by and amongst the PARTIES for the purposes described herein and  
17 is not intended and shall not be construed so as to create the relationship of agent, servant,  
18 employee, partnership, joint venture or association, as amongst the PARTIES.

19 **9. SUCCESSORS**

20 This AGREEMENT shall be binding on the successors of the PARTIES hereto and shall not  
21 be succeeded by any PARTY without the prior written consent of the other PARTIES. The  
22 consent of such other PARTIES shall not be withheld unreasonably but, prior to approving  
23 any such succession involving the performance of any obligations pursuant to this  
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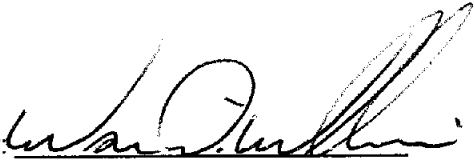


1 **IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT in counterparts

2 on \_\_\_\_\_  
3 (to be filled in by Clerk of the Board)

4 RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**  
a body corporate and politic in the State  
of California

5  
6 By:   
7 **WARREN D. WILLIAMS**  
8 General Manager-Chief Engineer

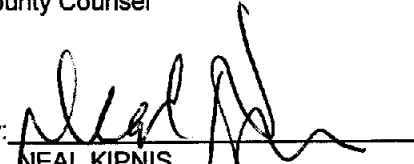
By: \_\_\_\_\_  
**MARION ASHLEY, Chairman**  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

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10 APPROVED AS TO FORM:

ATTEST:

11 **PAMELA J. WALLS**  
12 County Counsel

**KECIA HARPER-IHEM**  
Clerk of the Board

13  
14 By:   
**NEAL KIPNIS**  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

(SEAL)  
Deputy

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT in counterparts on the dates opposite their respective signatures and each such counterpart shall be deemed an original:

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RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
A body corporate and politic in the State of California

Date: \_\_\_\_\_ By: \_\_\_\_\_  
Chairman, Commission

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN  
OF THE COMMISSION

By: \_\_\_\_\_

APPROVED AS TO FORM  
GENERAL COUNSEL, RIVERSIDE  
COUNTY TRANSPORTATION  
COMMISSION

By: \_\_\_\_\_  
General Counsel                      Date

**EXHIBIT A**

**SAR REACH 9 PHASE 2B LOCATION MAP**



**EXHIBIT B**

**OCFCD, RCFC&WCD & RCTC COST-SHARE SUMMARY TABLE FOR RELOCATIONS <sup>1</sup>**

**Table 1 Estimated Cost-Share in Dollars**

Column Item of Work	1 Estimated Cost	2 Estimated Construction Admin <sup>2</sup>	3 Estimated Total Cost	4 CORPS Const PROJECT COST	5 OCFCD		6 RCFC&WCD		7 RCTC		10 Total for Local Agencies
					LERRDS	BETTERMENT	LERRDS	BETTERMENT	LERRDS	BETTERMENT	
<b>1. Bridge and Driveway</b>											
a) Construction	\$2,261,785	\$226,178	\$2,487,963	\$1,658,642		\$276,440		\$276,440		\$276,440	\$829,321
b) Design	\$793,545	\$0	\$793,545	\$529,030		\$88,172		\$88,172		\$88,172	\$284,515
<b>Subtotal</b>	<b>\$3,055,330</b>	<b>\$226,178</b>	<b>\$3,281,508</b>	<b>\$2,187,672</b>		<b>\$364,612</b>		<b>\$364,612</b>		<b>\$364,612</b>	<b>\$1,093,836</b>
<b>2. Temporary Bikeway Detour</b>											
a) Construction	\$812,556	\$91,256	\$903,812	\$868,998		\$28,814		\$28,814		\$28,814	\$693,812
b) Design	\$309,164	\$0	\$309,164	\$299,889		\$9,275		\$9,275		\$9,275	\$309,164
<b>Subtotal</b>	<b>\$1,121,720</b>	<b>\$91,256</b>	<b>\$1,212,976</b>	<b>\$1,168,887</b>		<b>\$38,089</b>		<b>\$38,089</b>		<b>\$38,089</b>	<b>\$1,202,976</b>
<b>3. Gas (The Gas Company)<sup>4</sup></b>	\$0	\$0	\$0	\$0							\$0
<b>4. Water (City of Corona, by Corps)</b>	\$203,500	\$20,350	\$223,850			\$74,617		\$74,617		\$74,617	\$223,850
<b>5. GRGC Irrigation &amp; Wells</b>	\$387,000	\$38,700	\$425,700			\$425,700		\$425,700		\$425,700	\$425,700
<b>6. Power (SCE)</b>	\$298,408	\$0	\$298,408			\$149,204		\$149,204		\$149,204	\$298,408
<b>7. Cable/Internet/phone (AT&amp;T)</b>											
a) Corps-performed portion	\$1,500,000	\$150,000	\$1,650,000			\$825,000		\$825,000		\$825,000	\$1,650,000
b) AT&T-performed portion	\$500,000	\$0	\$500,000			\$250,000		\$250,000		\$250,000	\$500,000
<b>Subtotal</b>	<b>\$2,000,000</b>	<b>\$150,000</b>	<b>\$2,150,000</b>			<b>\$1,075,000</b>		<b>\$1,075,000</b>		<b>\$1,075,000</b>	<b>\$2,150,000</b>
<b>Total</b>	<b>\$7,065,958</b>	<b>\$516,484</b>	<b>\$7,582,442</b>	<b>\$2,187,672</b>		<b>\$1,166,887</b>		<b>\$864,929</b>		<b>\$439,229</b>	<b>\$1,663,433</b>

**Table 2 Estimated Cost-Share in Percentages**

Item of Work	Estimated Cost	Estimated Construction Admin <sup>2</sup>	Estimated Total Cost	Corps Const PROJECT COST	OCFCD		RCFC&WCD		RCTC		Total for Local Agencies
					LERRDS	BETTERMENT	LERRDS	BETTERMENT	LERRDS	BETTERMENT	
<b>1. Bridge and Driveway</b>											
a) Construction	\$2,261,785	\$226,178	\$2,487,963	66.67%		11.11%		11.11%		11.11%	33.33%
b) Design	\$793,545	\$0	\$793,545	66.67%		11.11%		11.11%		11.11%	33.33%
<b>Subtotal</b>	<b>\$3,055,330</b>	<b>\$226,178</b>	<b>\$3,281,508</b>	<b>66.67%</b>		<b>11.11%</b>		<b>11.11%</b>		<b>11.11%</b>	<b>33.33%</b>
<b>2. Bikeway Detour<sup>3</sup></b>											
a) Construction	\$812,556	\$91,256	\$903,812		97.00%			3.00%			100.00%
b) Design	\$309,164	\$0	\$309,164		97.00%			3.00%			100.00%
<b>Subtotal</b>	<b>\$1,121,720</b>	<b>\$91,256</b>	<b>\$1,212,976</b>		<b>97.00%</b>			<b>3.00%</b>			<b>100.00%</b>
<b>3. Gas (The Gas Company)<sup>4</sup></b>	\$0	\$0	\$0								
<b>4. Water (City of Corona)</b>	\$203,500	\$20,350	\$223,850								
<b>5. GRGC Irrigation &amp; Wells</b>	\$387,000	\$38,700	\$425,700								
<b>6. Power (SCE)</b>	\$298,408	\$0	\$298,408								
<b>7. Cable/Internet/Telephone (AT&amp;T)</b>											
a) Corps-performed portion	\$1,500,000	\$150,000	\$1,650,000								
b) AT&T-performed portion	\$500,000	\$0	\$500,000								
<b>Subtotal</b>	<b>\$2,000,000</b>	<b>\$150,000</b>	<b>\$2,150,000</b>								
<b>Total</b>	<b>\$7,065,958</b>	<b>\$516,484</b>	<b>\$7,582,442</b>								

<sup>1</sup> Final amount subject to final accounting by Corps  
<sup>2</sup> Contract administration is estimated at 10% of the construction cost for work performed by the Corps' contractor  
<sup>3</sup> Percentages based on proportion of Class I Bikeway within Counties of Orange and Riverside  
<sup>4</sup> Per The Gas Company, the gas relocation cost will be paid for by The Gas Company