

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

367



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 16, 2013

SUBJECT: Cooperative Agreement between the County of Riverside, the City of Eastvale and the City of Jurupa Valley to complete the development of the Environmental, Design, and Right-of-Way Acquisition phases of the I-15/Limonite Avenue Interchange Improvement project

RECOMMENDED MOTION:

1. Approve the 3 party Cooperative Agreement between the County, the City of Eastvale, and the City of Jurupa Valley for the I-15/Limonite Avenue Interchange project, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: The I-15/Limonite Avenue Interchange Improvement project consists of

Juan C. Perez
Director of Transportation and Land Management

JM:sv

Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	N/A	Budget Adjustment:	No
	Annual Net County Cost:	N/A	For Fiscal Year:	2012/2013

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: MARSHAL L. VICTOR
DATE: 1/17/13

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 3.52 of 09/25/12 | District: 2/2 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-47

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside, the City of Eastvale and the City of Jurupa Valley to complete the development of the Environmental, Design, and Right-of-Way Acquisition phases of the I-15/Limonite Avenue Interchange Improvement project

January 16, 2013

Page 2 of 2

improving the existing interchange to provide a six lane bridge and modified on and off ramps to improve the level of service for existing and future traffic conditions. The Project Initiation Document was recently completed and approved by Caltrans, and the project is now ready to proceed to the environmental clearance, design, and right-of-way acquisition phases of the project.

The project lies within the jurisdictions of the cities of Eastvale and Jurupa Valley. The City of Eastvale, City of Jurupa Valley, and the County desire to designate the County to be the lead agency for the project for completing the environmental clearance, design, and right-of-way acquisition phases of the project. This agreement defines the terms and conditions for which the project will be administered, engineered, coordinated and financed.

The current County of Riverside Transportation Improvement Program (TIP), as approved by the Board on September 25, 2012, identifies this project as being funded in part by the Mira Loma Road and Bridge Benefit District and the Transportation Uniform Mitigation Fee (TUMF) program.

A separate four party agreement between the City of Eastvale, the City of Jurupa Valley, the County and Caltrans will be going to the Board for approval concurrently with this agreement. The four-party agreement defines the roles and responsibilities between Caltrans and the County to develop this State Highway project.

Construction is currently scheduled to start in 2015.

A30393

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF JURUPA VALLEY

AND

**Contract No. 13-01-001
Riverside Co. Transportation**

CITY OF EASTVALE

FOR

LIMONITE AVENUE/INTERSTATE 15 INTERCHANGE IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley (hereinafter "JURUPA VALLEY"), and the City of Eastvale (hereinafter "EASTVALE"), for the provision of certain activities related to Interchange improvements located at Limonite Avenue and Interstate 15 (I-15) currently located within the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.

RECITALS

- A. The COUNTY Transportation Improvement Program (TIP) provides for improvements to the existing interchange located at Limonite Avenue and Interstate 15 (hereinafter "PROJECT"), as shown on Exhibit "A", which is located within the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.
- B. On April 17, 2007, the COUNTY executed an agreement with the firm of Dokken Engineering to provide engineering and environmental services necessary to construct the proposed improvements at the Limonite Avenue/Interstate 15 interchange.
- C. The COUNTY, JURUPA VALLEY and EASTVALE are in process of entering into a Project Development Cooperative Agreement with The State of California acting through the Department of Transportation (STATE) that will provide the terms and conditions under which the COUNTY, as implementing agency, would be allowed to environmentally clear and design PROJECT improvements. The draft cooperative agreement between the STATE, COUNTY, JURUPA VALLEY and EASTVALE is shown in Exhibit "B".
- D. The COUNTY, JURUPA VALLEY and EASTVALE desire to continue developing the PROJECT in cooperation with the STATE to alleviate congestion and improve traffic operations at the Limonite Avenue and

1 I-15 Interchange. The proposed project includes reconstructing the bridge over the I-15, modifying the ramps,
2 constructing retaining walls, and widening Limonite Avenue.

3 E. The current County Transportation Improvement Program (2011/2012 TIP, as approved by the Riverside
4 County Board of Supervisors, January 10, 2012) identifies PROJECT funding from the Mira Loma Road and
5 Bridge Benefit District (RBBD) as shown in Exhibit 'C'. Currently these funds are being used to complete the
6 Environmental, Design and Right-of-Way phases of the project.

7 F. Eastvale was able to secure \$1M of Regional TUMF funds for the PROJECT which will become available
8 during the construction phase.

9 G. The COUNTY, JURUPA VALLEY and EASTVALE desire to have the COUNTY maintain responsibility as
10 Lead Agency for the overall development and implementation of the PROJECT. The COUNTY has extensive
11 experience in the development and implementation of interchange projects involving Federal and State
12 agencies. Keeping the COUNTY as the Lead Agency, will provide continuity in the development of the
13 PROJECT. The COUNTY will therefore provide the administrative, technical, managerial and support
14 services necessary to complete the development of the Environmental, Design and Right-of-Way for the
15 PROJECT.

16 H. The COUNTY, JURUPA VALLEY and EASTVALE desire to define herein the terms and conditions under
17 which said project is to be administered, engineered, coordinated, and financed. Construction of the
18 PROJECT will be covered by an amendment to this Agreement or by a separate agreement.

19 I. California Government Code Section 6502 provides that "[i]f authorized by their legislative or governing
20 bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting
21 parties".

22 J. California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may
23 enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not
24 possessed in common, for acquisition of property as a single parcel".

25 K. The COUNTY, JURUPA VALLEY and EASTVALE desire to designate the COUNTY as lead agency to
26 perform right-of-way activities required and to acquire necessary right-of-way for the PROJECT, including
27 eminent domain, on behalf of JURUPA VALLEY and EASTVALE.

28

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and secure all necessary construction permits from the regulatory agencies. The COUNTY will seek PS&E approval from the STATE and the Federal Highway Administration.
2. To perform right-of-way activities required to acquire necessary right-of-way for the PROJECT including appraisals, acquisition, relocation and condemnation, if necessary.
3. To identify utility conflicts and design for and coordinate relocations for the PROJECT, if necessary.
4. To deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-Way manuals, procedures, and guidelines, including all relevant provisions of the draft Project Development Cooperative Agreement between the STATE and the COUNTY as shown in Exhibit "B", attached hereto and incorporated by this reference.
5. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code Section 6502 and California Code of Civil Procedure 1240.140, and to thereby agree and accept the authorization for the COUNTY to act as lead agency for condemnation of properties within the cities of JURUPA VALLEY and EASTVALE, should it become necessary.
6. To prepare certain right-of-way documents in compliance with all applicable State and Federal laws and regulations. Documents to be prepared by the COUNTY include but are not limited to Legal Descriptions, Plats, Right-of-way Maps and Appraisals.
7. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond the funds available as shown in Exhibit "C", attached hereto and incorporated by this reference, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available.
8. To furnish JURUPA VALLEY and EASTVALE one complete set each of approved Plans Specifications and

1 Estimates.

2
3 **SECTION 2 • JURUPA VALLEY AGREES:**

- 4 1. To pass a Resolution, to jointly exercise the powers of eminent domain pursuant to the authority of California
5 Government Code Section 6502 and California Code of Civil Procedure 1240.140 and to thereby authorize
6 the COUNTY to act as lead agency for condemnation of properties within the City of JURUPA VALLEY,
7 should it become necessary; and to cooperate as requested by the COUNTY or required by law in exercising
8 said power.
- 9 2. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,
10 as appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
- 11 3. To issue, at no cost to the COUNTY or its consultants and contractors, upon proper application by the
12 COUNTY or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto
13 JURUPA VALLEY's right-of-way to perform construction, survey and other investigative activities required for
14 the preparation of Environmental, PS&E, and Right-of-Way phases of the PROJECT.

15
16 **SECTION 3 • EASTVALE AGREES:**

- 17 1. To pass a Resolution, to jointly exercise the powers of eminent domain pursuant to the authority of California
18 Government Code Section 6502 and California Code of Civil Procedure 1240.140 and to thereby authorize
19 the COUNTY to act as lead agency for condemnation of properties within the City of EASTVALE, should it
20 become necessary; and to cooperate as requested by COUNTY or required by law in exercising said power.
- 21 2. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,
22 as appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
- 23 3. To issue, at no cost to the COUNTY or its consultants and contractors, upon proper application by the
24 COUNTY or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto
25 EASTVALE's right-of-way to perform construction, survey and other investigative activities required for
26 preparation of the Environmental, PS&E, and Right-of-Way of the PROJECT.

1 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 2 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
- 3 2. The total cost of PROJECT development including project administration, management, environmental,
4 design completion and approval, right-of-way, and utility coordination is estimated to be \$11,114,000.
- 5 3. To meet and confer and to collectively work to identify adequate funding for the construction of the PROJECT.
- 6 4. Nothing in this Agreement is intended to commit either the COUNTY, JURUPA VALLEY OR EASTVALE to
7 funding any portion of PROJECT or shall be construed as obligating COUNTY, JURUPA VALLEY or
8 EASTVALE to continue with PROJECT, if funds are not available.
- 9 5. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or
10 materially breaches any of the provisions of this Agreement, JURUPA VALLEY and EASTVALE shall have
11 the option to terminate this Agreement upon 90 days written notice to COUNTY.
- 12 6. In the event that JURUPA VALLEY or EASTVALE defaults in the performance of any of its obligations under
13 this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the
14 option to terminate this Agreement upon 90 days written notice to JURUPA VALLEY and EASTVALE.
- 15 7. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in
16 addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.
- 17 8. Neither JURUPA VALLEY and EASTVALE nor any officer or employee thereof shall be responsible for any
18 damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in
19 connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is
20 further agreed that pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold
21 JURUPA VALLEY and EASTVALE harmless from any liability imposed for injury (as defined by Government
22 Code Section 810.8) occurring by reason of anything done or omitted to be done by the COUNTY under or in
23 connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement.
- 24 9. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
25 occurring by reason of anything done or omitted to be done by JURUPA VALLEY or EASTVALE under or in
26 connection with any work, authority or jurisdiction delegated to JURUPA VALLEY or EASTVALE under this
27 Agreement. It is further agreed that pursuant to Government Code Section 895.4, JURUPA VALLEY and
28 EASTVALE shall fully indemnify and hold the COUNTY harmless from any liability imposed for injury (as

1 defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by
2 JURUPA VALLEY or EASTVALE under or in connection with any work, authority or jurisdiction delegated to
3 JURUPA VALLEY or EASTVALE under this Agreement.

4 10. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
5 parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing
6 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
7 law.

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

12 12. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
13 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
14 hereto.

15 13. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.
16 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,
17 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement
18 and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

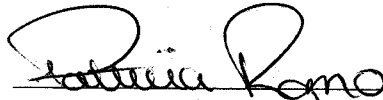
19 14. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

20 15. The COUNTY, JURUPA VALLEY and EASTVALE shall retain or cause to be retained for audit for a period of
21 three (3) years from the date of final payment, all records and accounts relating to the PROJECT.

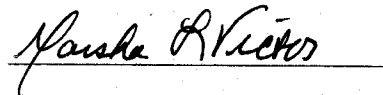
22 16. All notices permitted or required under this Agreement shall be deemed made when delivered to the
23 applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise
24 delivered to the addresses set forth below, or at such other address as the respective parties may provide in
25 writing for this purpose:
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27
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COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 1/16/13
Patricia Romo
JUAN C. PEREZ Deputy Director of Transportation
Director of Transportation and Land Management

APPROVED AS TO FORM:
PAMELA J. WALLS, COUNTY COUNSEL

 Dated: 1/17/13
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board

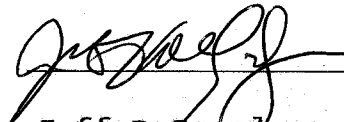
JURUPA VALLEY Approvals

_____ Dated: _____

PRINTED NAME

TITLE

EASTVALE Approvals

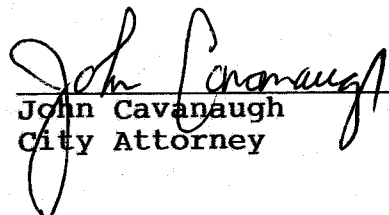
 Dated: 9/14/12
Jeff DeGrandpre

PRINTED NAME

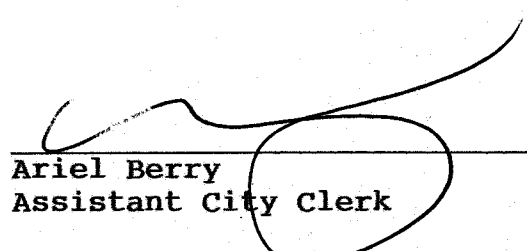
Mayor

TITLE

APPROVED AS TO FORM


John Cavanaugh
City Attorney

ATTEST


Ariel Berry
Assistant City Clerk

Limonite Avenue/I-15 Cooperative Agreement

COUNTY

**Director of Transportation and Land Management
County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502**

JURUPA VALLEY

**City Engineer
City of JURUPA VALLEY
8304 Limonite Avenue, Suite M
Jurupa Valley, CA 92509**

EASTVALE

**City Engineer
City of EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Limonite Avenue/I-15 Cooperative Agreement

COUNTY

Director of Transportation and Land Management
County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

JURUPA VALLEY

City Engineer
City of JURUPA VALLEY
8304 Limonite Avenue, Suite M
Jurupa Valley, CA 92509

EASTVALE

City Engineer
City of EASTVALE
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

Limonite Avenue/I-15 Cooperative Agreement

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL

_____ Dated: _____

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board

JURUPA VALLEY Approvals

Laura Roughton Dated: 12/6/12

Laura Roughton

PRINTED NAME

Mayor

TITLE

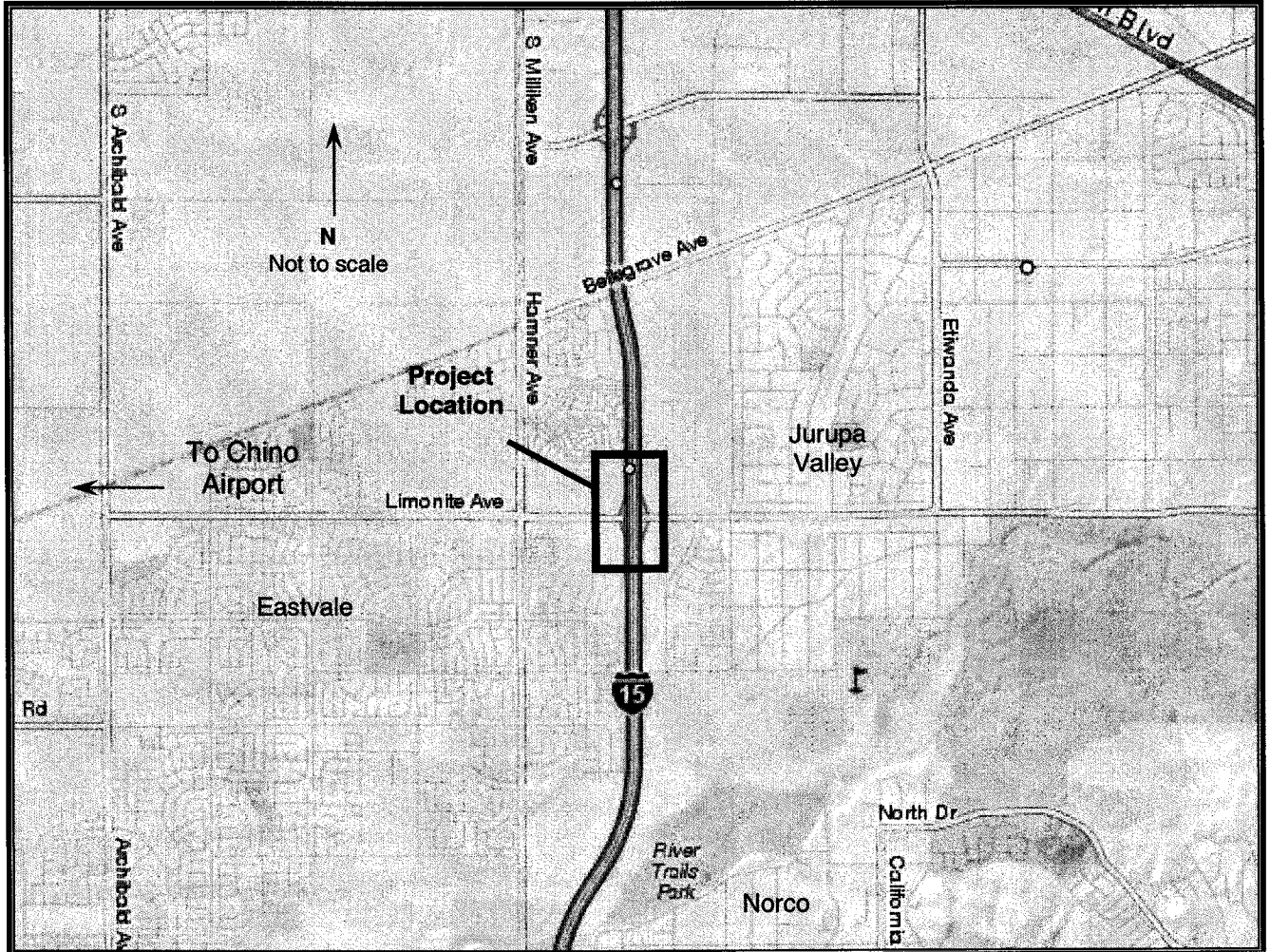
EASTVALE Approvals

_____ Dated: _____

PRINTED NAME

TITLE

EXHIBIT A
Vicinity Map



On Interstate 15 from 0.7 miles south of Limonite Avenue
to 0.7 miles north of Limonite Avenue

Limonte Avenue/I-15 Cooperative Agreement

EXHIBIT B
DRAFT PROJECT DEVELOPMENT COOPERATIVE AGREEMENT
BETWEEN STATE AND COUNTY

COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Riverside, a political subdivision of the State of California, referred to as COUNTY.

City of Eastvale, a body politic and municipal corporation or chartered city of the State of California, referred to as EASTVALE.

City of Jurupa Valley, a body politic and municipal corporation or chartered city of the State of California, referred to as JURUPA VALLEY.

For the purpose of this agreement, the term LOCAL AGENCIES collectively refers to COUNTY, EASTVALE and JURUPA VALLEY.

For the purpose of this agreement, the term PARTNERS collectively refers to CALTRANS and LOCAL AGENCIES (all signatory parties to this agreement). The term PARTNER refers to any one of those signatory parties individually.

RECITALS

1. California Streets and Highways Code sections 114 and 130 authorize PARTNERS to enter into a cooperative agreement for performance of work within the State Highway System (SHS) right of way.
2. For the purpose of this agreement, improvements to the Interstate 15 interchange at Limonite Avenue; widening of Limonite overcrossing, widening the northbound and southbound on- and off-ramps, and widening of Limonite Avenue from Hamner Avenue to Wineville Avenue for approximately one mile, will be referred to as PROJECT. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.

This Agreement will include the following PROJECT COMPONENTS: PA&ED, PS&E and R/W.

3. There are no prior PROJECT-related cooperative agreements.
4. No PROJECT deliverables have been completed prior to this agreement.

5. In this agreement capitalized words represent defined terms and acronyms. The Definitions section contains a complete definition for each capitalized term.
6. From this point forward, PARTNERS define in this agreement the terms and conditions under which they will accomplish OBLIGATIONS.

RESPONSIBILITIES

7. COUNTY will SPONSOR 100% for PA&ED, PS&E and R/W PROJECT COMPONENTS.
8. With the exception of environmental documentation, CALTRANS will provide IQA for WORK performed within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. Per NEPA delegation and CEQA statutes, CALTRANS will perform its Quality Control/Quality Assurance Program (QC/QAP) process review for environmental documentation.
9. LOCAL AGENCIES may provide IQA for the portions of WORK within their respective territorial jurisdiction and outside existing and proposed SHS right of way.
10. COUNTY is the only FUNDING PARTNER for this agreement. COUNTY's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. COUNTY is IMPLEMENTING AGENCY for PA&ED, PS&E and R/W.

SCOPE

Scope: General

14. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
15. IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN.
16. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.

17. Each PARTNER will ensure that all of its personnel participating in OBLIGATIONS are appropriately qualified, and if necessary, licensed to perform the tasks assigned to them.
18. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in OBLIGATIONS.
19. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
20. IMPLEMENTING AGENCY for each PROJECT COMPONENT included in this agreement will be available to help resolve problems generated by that component for the entire duration of PROJECT.
21. CALTRANS shall issue an Encroachment Permit at no cost to the COUNTY, their Contractors and Consultants.
Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.
22. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
23. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
24. If any PARTNER receives a public records request, pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public records. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
25. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.

26. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
27. LOCAL AGENCIES, independent of PROJECT, are responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. LOCAL AGENCIES will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
28. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
29. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
30. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this agreement.
31. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
32. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
33. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
34. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
35. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly

accumulate and segregate incurred PROJECT costs, and provide billing and payment support.

36. PARTNERS will comply with the appropriate federal cost principles and administrative requirements outlined in the Applicable Cost Principles and Administrative Requirements table below. These principles and requirements apply to all funding types included in this agreement.

Applicable Cost Principles and Administration Requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	Cost Principles	Administrative Requirements
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations)		
OMB (Office of Management and Budget)		
Related URLs:		
• Various OMB Circular:	http://www.whitehouse.gov/omb/grants_circulars	
• Code of Federal Regulations:	http://www.gpoaccess.gov/CFR	

37. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this agreement.
38. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.
39. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA, and LOCAL AGENCIES will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within 30 calendar days of receipt.

Upon completion of the final audit, PARTNERS have 30 days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

- 40. Any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
- 41. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.

IMPLEMENTING AGENCY has no obligation to perform WORK if funds to perform WORK are unavailable.

- 42. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
- 43. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER’s responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
- 44. Each PARTNER accepts responsibility to complete the activities that are selected on the SCOPE SUMMARY. Activities marked with “N/A” on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: Environmental Permits, Approvals and Agreements

- 45. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities.

Environmental Permits						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY

Scope: Project Approval and Environmental Document (PA&ED)

46. CALTRANS is the CEQA lead agency for PROJECT. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
47. Any PARTNER involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at www.dot.ca.gov/ser.
48. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT. CALTRANS will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
49. Any PARTNER involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
50. COUNTY will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
51. COUNTY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
52. Any PARTNER preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.
53. Any PARTNER preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
54. COUNTY will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
55. COUNTY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COUNTY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

56. The CEQA lead agency will attend all CEQA-related public meetings.
57. COUNTY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
58. The NEPA lead agency will attend all NEPA-related public meetings.
59. COUNTY will plan, schedule, prepare materials for, and host all NEPA-related public meetings. COUNTY will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.
60. If a PARTNER who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that PARTNER must clearly state its role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That PARTNER will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10 working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow the appropriate lead agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

61. The PARTNER preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

Scope: Plans, Specifications, and Estimate (PS&E)

62. COUNTY will ensure that the engineering firm preparing the plans, specifications, and estimate will not be employed by or under contract to the PROJECT construction contractor.

COUNTY will not employ the engineering firm preparing the plans, specifications, and estimate for construction management of PROJECT.

However, COUNTY may retain the engineering firm during the construction PROJECT COMPONENT to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.

63. COUNTY will identify and locate all utility facilities within PROJECT area as part of PS&E responsibilities. The plans, specifications, and estimate for PROJECT will identify all utility facilities not relocated or removed in advance of the construction PROJECT COMPONENT.
64. COUNTY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of PROJECT or that violate CALTRANS' encroachment policy.
65. The responsibility to advertise, open bids, award, and approve the construction contract will be handled outside of this agreement.

Scope: Right of Way (R/W)

66. COUNTY will provide a land surveyor licensed in the State of California to be responsible for surveying and right of way engineering. All survey and right of way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.
67. COUNTY will provide CALTRANS-approved verification of its arrangements for the protection, relocation, or removal of all conflicting facilities and that such work will be completed prior to construction contract award or as otherwise stated in the PROJECT plans, specifications, and estimate. This verification must include references to all required SHS encroachment permits.
68. COUNTY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all right of way activities. A qualified right of way agent will administer all right of way consultant contracts.

COUNTY will submit a draft Right of Way Certification document to CALTRANS for review.

COUNTY will submit a final Right of Way certification document to CALTRANS prior to PROJECT advertisement for approval.

69. COUNTY will prepare and provide to CALTRANS a Right of Way Certification prior to PROJECT advertisement.
70. All right of way conveyances must be completed prior to OBLIGATION COMPLETION.

71. CALTRANS' acceptance of right of way title is subject to review of an Updated Preliminary Title Report provided by COUNTY verifying that the title is free of all encumbrances and liens. Upon acceptance, COUNTY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
72. The COUNTY may hear Resolutions of Necessity if they have been approved to do so by the District and Headquarters.

COST

Cost: General

73. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS COST.
74. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
75. LOCAL AGENCIES, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
76. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
77. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS COST.
78. The cost to ensure that PROJECT remains in environmental compliance is an OBLIGATIONS COST.
79. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS COST.
80. Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
81. Independent of OBLIGATIONS COST, LOCAL AGENCIES will fund the cost of their own IQA for WORK done outside existing or proposed future SHS right of way.

Independent of OBLIGATIONS COST, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.
82. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

83. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS COST, by the PARTNER whose actions or lack of action caused the levy. That PARTNER will indemnify and defend each other PARTNER.
84. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject to the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.
85. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
86. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

87. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

Cost: Environmental Permits, Approvals and Agreements

88. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is an OBLIGATIONS COST.

Cost: Project Approval and Environmental Document (PA&ED)

89. The costs to prepare, publicize, and circulate all CEQA and NEPA-related public notices are an OBLIGATIONS COST.

90. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.
91. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is an OBLIGATIONS COST.
92. COUNTY will determine the cost to positively identify and locate, protect, relocate, or remove any utility facilities whether inside or outside SHS right of way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

SCHEDULE

93. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

94. PARTNERS understand that this agreement is in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
95. All OBLIGATIONS of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
96. Any PARTNER performing IQA does so for its own benefit. No one can assign liability to that PARTNER due to its IQA activities.
97. Neither COUNTY nor EASTVALE nor JURUPA VALLEY nor any officer or employee thereof are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and or its agents, under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COUNTY and EASTVALE and JURUPA VALLEY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 CALTRANS and/or its agents under this agreement.

98. Neither CALTRANS nor EASTVALE nor JURUPA VALLEY 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 and/or its agents 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 CALTRANS, EASTVALE and JURUPA VALLEY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 and/or its agents under this agreement.

99. Neither CALTRANS nor COUNTY nor JURUPA VALLEY 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 EASTVALE and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon EASTVALE under this agreement.

It is understood and agreed that EASTVALE will fully defend, indemnify, and save harmless CALTRANS, COUNTY and JURUPA VALLEY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 EASTVALE and/or its agents under this agreement.

100. Neither CALTRANS nor COUNTY nor EASTVALE 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 JURUPA VALLEY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon JURUPA VALLEY under this agreement.

It is understood and agreed that JURUPA VALLEY will fully defend, indemnify, and save harmless CALTRANS, COUNTY and EASTVALE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, 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 JURUPA VALLEY and/or its agents under this agreement.

101. PARTNERS do not intend this agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. PARTNERS do not intend this agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
102. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this agreement.

103. PARTNERS will not interpret any ambiguity contained in this agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
104. A waiver of a PARTNER's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
105. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
106. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
107. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY, EASTVALE, and JURUPA VALLEY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

108. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
109. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and PARTNERS will automatically sever those provisions from this agreement.

110. PARTNERS intend this agreement to be their final expression and supersede any oral understanding or writings pertaining to OBLIGATIONS.
111. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
112. PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
113. This agreement will terminate upon OBLIGATION COMPLETION or an amendment to terminate this agreement, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

114. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.

DEFINITIONS

CALTRANS – The California Department of Transportation

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA (California Environmental Quality Act) – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

CFR (Code of Federal Regulations) – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this agreement and in all amendments to this agreement.

COST – The responsibility for cost responsibilities in this agreement can take one of three assignments:

- **OBLIGATIONS COST** – A cost associated with fulfilling OBLIGATIONS that will be funded as part of this agreement. The responsibility is defined by the funding commitments in this agreement.

- **PROJECT COST** – A cost associated with PROJECT that can be funded outside of OBLIGATIONS. A PROJECT COST may not necessarily be part of this agreement. This responsibility is defined by the PARTNERS' funding commitments at the time the cost is incurred.
- **PARTNER COST**– A cost that is the responsibility of a specific PARTNER, independent of PROJECT.

FHWA – Federal Highway Administration

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at www.fhwa.dot.gov/topics.htm.

FUNDING PARTNER – A PARTNER that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds identified on the FUNDING SUMMARY under its name.

FUNDING SUMMARY – The table that designates an agreement's funding sources, types of funds, and the PROJECT COMPONENT in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are "not-to-exceed" amounts for each FUNDING PARTNER.

GAAP (Generally Accepted Accounting Principles) – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

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

HM-2 – 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.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The PARTNER responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

IQA (Independent Quality Assurance) – Ensuring that IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

LOCAL AGENCIES - The term that collectively references all of non-CALTRANS signatory agencies to this agreement.

NEPA (National Environmental Policy Act of 1969) – The federal act that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

OBLIGATION COMPLETION – PARTNERS have fulfilled all OBLIGATIONS included in this agreement, and all amendments to this agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

OBLIGATIONS – All responsibilities included in this agreement.

OBLIGATIONS COST – See COST.

OMB (Office of Management and Budget) – The federal office that oversees preparation of the federal budget and supervises its administration in Executive Branch agencies.

PA&ED (Project Approval and Environmental Document) – See PROJECT COMPONENT.

PARTNER – Any individual signatory party to this agreement.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other partners.

PROJECT – The undertaking to Improve the Interstate 15 (I-15) interchange at Limonite Avenue; widen Limonite overcrossing from 4 to 6 lanes, widen the northbound and southbound on- and off-ramps from 1 to 2 lanes, and widen Limonite Avenue from Hamner Avenue to Wineville Avenue from 4 to 6 lanes for approximately 1 mile. .

PROJECT COMPONENT – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

PROJECT COST – See COST.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

PS&E (Plans, Specifications, and Estimate) – See PROJECT COMPONENT.

QMP (Quality Management Plan) – An integral part of the Project Management Plan that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

R/W (Right of Way) CAPITAL – See PROJECT COMPONENT.

R/W (Right of Way) SUPPORT – See PROJECT COMPONENT.

SAFETEA-LU – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users

SCOPE SUMMARY – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS (State Highway System) – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

SPONSOR – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

WORK – All scope activities included in this agreement.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each PARTNER to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Joe Meraz, Corridor Project Manager
464 West 4th Street, 6th Floor, MS 1225
San Bernardino, California 92401-1400
Office Phone: (909) 388-7165
Email: joe_meraz@dot.ca.gov

The primary agreement contact person for COUNTY of Riverside is:

John Marcinek, Project Manager
3525 14th Street
Riverside, California 92501
Office Phone: (951) 955-3727
Email: jmarcine@rctlma.org

The primary agreement contact person for City of EASTVALE is:

George Alvarez, City Engineer
12363 Limonite Avenue, Suite 910
Eastvale, California 91752
Office Phone: (714) 616-0883
Email: galvarez@ci.eastvale.ca.us

The primary agreement contact person for City of JURUPA VALLEY is:

Roy Stephenson, City Engineer
8304 Limonite Avenue, Suite M
Jurupa Valley, California 92509
Office Phone: (951) 332-6464
Email: rstephenson@jurupavalley.org

SIGNATURES ON THE FOLLOWING THREE PAGES:

SIGNATURES

115. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF RIVERSIDE

APPROVED

APPROVED

By: _____
Basem Muallem
District Director

By: _____
John F. Tavalionne
Chairman of the Board

CERTIFIED AS TO FUNDS:

By: _____
Kecia-Harper-Ihem
Clerk of the Board

By: _____
Lisa Pacheco
District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Pamela J. Walls
County Counsel

CITY OF JURUPA VALLEY

APPROVED

By: _____
Laura Roughton
Mayor


By: _____
Vicki Wasko
City Clerk

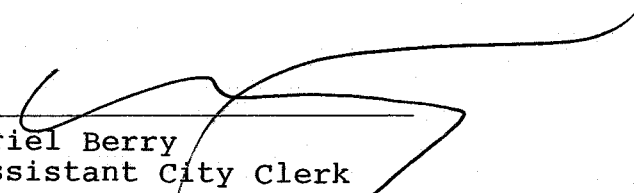
APPROVED AS TO FORM AND
PROCEDURE

By: _____
Peter Thorson
City Attorney

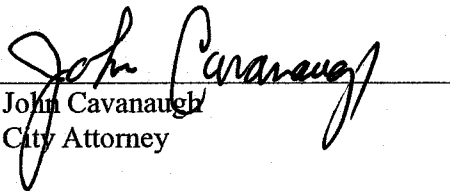
CITY OF EASTVALE

APPROVED

By: 
Jeff Grandpre
Mayor

By: 
Ariel Berry
Assistant City Clerk

APPROVED AS TO FORM AND
PROCEDURE

By: 
John Cavanaugh
City Attorney

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	COUNTY	Eastvale	Jurupa Valley	N/A
2	160				Perform Preliminary Engineering Studies and Draft Project Report	X	X			
		05			Updated Project information		X			
		10			Engineering Studies		X			
		15			Draft Project Report		X			
		20			Engineering and Land Net Surveys		X			
		30			Environmental Study Request (ESR)		X			
		40			NEPA Delegation	X				
		45			Base Maps and Plan Sheets for Project Report and Environmental Studies		X			
2	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X			
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	X				
		10			General Environmental Studies		X			
		15			Biological Studies		X			
		20			Cultural Resource Studies		X			
			05		Archaeological Survey		X			
				05	Area of Potential Effects/Study Area Maps		X			
				10	Native American Consultation		X			
				15	Records and Literature Search		X			
				20	Field Survey		X			
				25	Archaeological Survey Report		X			
				99	Other Archaeological Survey Products		X			
			10		Extended Phase I Archaeological Studies		X			
				05	Native American Consultation		X			
				10	Extended Phase I Proposal		X			
				15	Extended Phase I Field Investigation		X			
				20	Extended Phase I Materials Analysis		X			
				25	Extended Phase I Report		X			
				99	Other Phase I Archaeological Study Products		X			
			15		Phase II Archaeological Studies		X			
				05	Native American Consultation		X			
				10	Phase II Proposal		X			
				15	Phase II Field Investigation		X			
				20	Phase II Materials Analysis		X			
				25	Phase II Report		X			
				99	Other Phase II Archaeological Study Products		X			
			20		Historical and Architectural Resource Studies		X			
				05	Preliminary Area of Potential Effects/Study Area Maps for Architecture		X			
				10	Historic Resources Evaluation Report – Archaeology		X			

			15	Historic Resource Evaluation Report - Architecture (HRER)		X			
			20	Bridge Evaluation		X			
			99	Other Historical and Architectural Resource Study Products		X			
		25		Cultural Resource Compliance Consultation Documents		X			
			05	Final Area of Potential Effects/Study Area Maps		X			
			10	PRC 5024.5 Consultation		X			
			15	Historic Property Survey Report/Historic Resources Compliance Report		X			
			20	Finding of Effect		X			
			25	Archaeological Data Recovery Plan/Treatment Plan		X			
			30	Memorandum of Agreement		X			
			99	Other Cultural Resources Compliance Consultation Products		X			
		25		Draft Environmental Document or Categorical Exemption/Exclusion	X	X			
			10	Section 4(F) Evaluation	X				
			20	Environmental Quality Control and Other Reviews	X				
			25	Approval to Circulate Resolution	X				
			30	Environmental Coordination		X			
			99	Other Draft Environmental Document Products		X			
		30		NEPA Delegation	X				
2	170			Permits, Agreements, and Route Adoptions during PA&ED component	X	X			
		05		Required permits		X			
		15		Railroad Agreements		X			
		20		Freeway Agreements		X			
		25		Agreement for Material Sites		X			
		30		Executed Maintenance Agreement		X			
		40		Route Adoptions		X			
		45		MOU From Tribal Employment Rights Office (TERO)		X			
		55		NEPA Delegation	X				
2	175			Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	X	X			
		05		DED Circulation		X			
		10		Public Hearing	X	X			
		15		Public Comment Responses and Correspondence		X			
		20		Project Preferred Alternative	X	X			
		25		NEPA Delegation	X				
2	180			Prepare and Approve Project Report and Final Environmental Document	X	X			
		05		Final Project Report		X			
		10		Final Environmental Document	X	X			
		05		Approved Final Environmental Document	X	X			
			05	Draft Final Environmental Document Review	X	X			
			10	Revised Draft Final Environmental Document	X	X			
			15	Section 4(F) Evaluation	X				

			20	Findings	X				
			25	Statement of Overriding Considerations	X				
			30	CEQA Certification	X				
			40	Section 106 Consultation and MOA					X
			45	Section 7 Consultation					X
			50	Final Section 4(F) Statement		X			
			55	Floodplain Only Practicable Alternative Finding		X			
			60	Wetlands Only Practicable Alternative Finding		X			
			65	Section 404 Compliance		X			
			70	Mitigation Measures		X			
			10	Public Distribution of Final Environmental Document and Respond To Comments	X	X			
			15	Final Right of Way Relocation Impact Document		X			
			99	Other Final Environmental Document Products		X			
		15		Completed Environmental Document	X	X			
			05	Record of Decision (NEPA)	X				
			10	Notice of Determination (CEQA)	X				
			20	Environmental Commitments Record		X			
			99	Other Completed Environmental Document Products		X			
		20		NEPA Delegation	X				
3	185			Prepare Base Maps and Plan Sheets for PS&E Development		X			
4	195			Right of Way Property Management and Excess Land		X			
4	200			Utility Relocation		X			
3	205			Permits, Agreements during PS&E Component	X	X			
		05		Required permits		X			
		15		Railroad Agreements		X			
		25		Agreement for Material Sites		X			
		30		Executed Maintenance Agreement		X			
		45		MOU From Tribal Employment Rights Office (TERO)		X			
		55		NEPA Delegation	X				
4	220			RIGHT OF WAY ENGINEERING		X			
4	225			Obtain Right of Way Interests for Project Right of Way Certification		X			
3	230			Prepare Draft Plans, Specifications, and Estimates	X	X			
		05		Draft Roadway Plans		X			
		10		Draft Highway Planting Plans		X			
		15		Draft Traffic Plans		X			
		20		Transportation Management Plan		X			
		25		Draft Utility Plans		X			
		30		Draft Drainage Plans		X			
		35		Draft Specifications		X			
		40		Draft Plans, Specifications, and Estimates Quantities and Estimates		X			
		55		Structures Draft Plans, Specifications, and Estimates Incorporation		X			
		60		Updated Project Information for Plans, Specifications, and Estimates Package		X			

		90		NEPA Delegation	X				
		99		Other Draft Plans, Specifications, and Estimates Products		X			
3	235			Mitigate Environmental Impacts and Clean Up Hazardous Waste	X	X			
		05		Environmental Mitigation		X			
		10		Detailed Site Investigation for Hazardous Waste		X			
		15		Hazardous Waste Management Plan		X			
		20		Hazardous Waste Plans, Specifications, and Estimates		X			
		25		Hazardous Waste Clean-Up		X			
		30		Hazardous Substances Disclosure Document (HSDD)		X			
		35		Long Term Mitigation Monitoring		X			
		40		Updated Environmental Commitments Record		X			
		45		NEPA Delegation	X				
3	240			Draft Structures Plans, Specifications, and Estimates		X			
4	245			Post Right of Way Certification Work		X			
3	250			FINAL STRUCTURES PS&E PACKAGE		X			
3	255			Circulate, Review, and Prepare Final District Plans, Specifications, and Estimates Package	X	X			
		05		Circulated and Reviewed Draft District Plans, Specifications, and Estimates Package		X			
		10		Updated Plans, Specifications, and Estimates Package		X			
		15		Environmental Re-Evaluation	X	X			
		20		Final District Plans, Specifications, and Estimates Package		X			
		25		Geotechnical Information Handout		X			
		30		Materials Information Handout		X			
		35		Construction Staking Package and Control		X			
		40		Resident Engineer's Pending File		X			
		45		NEPA Delegation	X				
		50		Secured Lease for Resident Engineer Office Space or Trailer		X			
		55		Contractor Outreach		X			
		65		Right of Way Certification Document		X			
		70		Right of Way Engineering Products		X			
		75		Upgraded/Updated Right of Way Certification Document		X			
		95		Right of Way Certification Activity		X			
3	260			Contract Bid Documents Ready to List		X			
3	265			Awarded and Approved Construction Contract					X

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	PA&ED	PS&E	R/W Capital	R/W Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	COUNTY	LOCAL	\$1,598,000	\$2,316,000	\$7,200,000	\$0	\$3,914,000	\$7,200,000	\$11,114,000
		Subtotal by Component	\$1,598,000	\$2,316,000	\$7,200,000	\$0	\$3,914,000	\$7,200,000	\$11,114,000

Limonte Avenue/I-15 Cooperative Agreement

EXHIBIT C

ESTIMATED PROJECT COSTS

TASK	Cost to Date	Estimated cost to Complete	Total
Environmental/Design	\$ 1,113,000	\$ 2,801,000	\$ 3,914,000
Right-of-way	\$ 3,072,000	\$ 4,128,000	\$ 7,200,000
TOTAL		\$ 6,929,000	\$ 11,114,000

FUNDING – SUMMARY

Project Phase	Source	Fund Amount	Total Cost
Environmental/Design	Mira Loma RBBD	\$ 3,914,000	\$3,914,000
Right-of-way	Mira Loma RBBD	\$7,200,000	\$7,200,000
		TOTAL	\$ 11,114,000