

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 2/18/16

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

810



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 February 1, 2016

SUBJECT: Approval of the Service Agreement for Project Approval and Environmental Documentation (PA/ED) Phase by and Among the County of Riverside, City of Eastvale, and City of Norco for Hamner Avenue Bridge Replacement Over the Santa Ana River. 2nd District. [\$56,339,000 Total]; Federal HBP funds 88.53%, City of Eastvale and City of Norco funds 11.47%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and among the County of Riverside (County), City of Eastvale, and City of Norco for Project Approval and Environmental Documentation Phase for Hamner Avenue Bridge Replacement over the Santa Ana River; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

For more than seven decades, the Hamner Avenue Bridge over the Santa Ana River has been a critical link between the City of Norco (Norco) and the unincorporated area of the County, which is now the City of Eastvale (Eastvale).

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 265,000	\$ 865,000	\$ 56,339,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Fed. HBP (88.53%), City of Eastvale and City of Norco funds (11.47%). There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 15/16-22/23

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grant

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.: 07/17/12, Item 3.45

District: 2

Agenda Number:

3-20

Departmental Concurrence

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

FORM 11 Approval of the Service Agreement for Project Approval and Environmental Documentation (PA/ED) Phase by and Among the County of Riverside, City of Eastvale, and City of Norco for Hamner Avenue Bridge Replacement Over the Santa Ana River. 2nd District. [\$56,339,000 Total]; Federal HBP funds 88.53%, City of Eastvale and City of Norco funds 11.47%

DATE: February 1, 2016

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

The bridge site is near the border of the City of Norco and the City of Eastvale, west of the Interstate 15 (I-15) Bridges over the Santa Ana River in the City of Norco, California. The existing structure has two traffic lanes, one in each direction with no shoulders. This bridge is a critical link between the cities and serves as an alternate route for traffic bypassing I-15 when there is congestion, maintenance activities, or an emergency on the freeway. The existing bridge was constructed in 1939 and was widened and seismically upgraded in 1978. The bridge is on the Federal Eligible Bridge List (EBL) and it qualifies to receive Federal Highway Bridge Program (HBP) funds. The purpose of the proposed project is to replace the existing structurally deficient and functionally obsolete 73 year old bridge with a new wider and longer bridge that will enhance safety and traffic circulation. The new bridge will be four or six lanes and includes a multi-use trail.

Under a previous Service Agreement between the cities of Norco and Eastvale, approved by the Board of Supervisors on July 17, 2012 (Agenda Item 3-45), the County conducted preliminary concept studies and successfully programmed the bridge replacement project in the 2013 Southern California Association of Governments (SCAG) Federal Transportation Improvement Program (FTIP). An initial amount of \$459,000 of HBP funds has been authorized to initiate environmental documentation and to perform further studies to justify total replacement.

Since the bridge project is entirely within the jurisdictional boundaries of Norco, Norco is the implementing agency responsible for sponsoring and funding the project. In accordance with the California Environmental Quality Act (CEQA), Norco would be the Lead Agency to consider and approve any and all environmental documents required by CEQA for the project. Eastvale desires to cooperate, coordinate, and participate in funding for the project.

Currently, Eastvale has committed to equal participation with Norco in funding the local match for the Preliminary Engineering and Environmental Documentation, also known as the Project Approval/Environmental Documentation (PA/ED) Phase of the project. The County has extensive experience in the development and implementation of complex bridge projects involving Federal and State agencies. Although the project is located within the jurisdictional limits of Norco, and, Norco is the lead agency on the project, the Cities desire to designate the County as the Responsible Agency for performing the preliminary engineering, conducting the environmental studies, and preparing the environmental documentation to secure the CEQA and the National Environmental Policy Act (NEPA) clearance for the project. The County will therefore provide the administrative, technical, managerial, and support services necessary during the PA/ED Phase.

The purpose of this Service Agreement is to memorialize the mutual understandings by and between the County, Eastvale, and Norco to perform and complete the PA/ED Phase. All services are dependent on the continued availability of the HBP funds as well as the Cities securing the necessary funding for the local matching funds. County is providing services and project management on a reimbursable basis, and has no obligation with regard to County funding any portion of the project.

Exhibit A of the Service Agreement is a brief Project Factsheet. The Factsheet provides for a project scope of work, preliminary cost estimates by project phase and the anticipated funding sources to cover these costs.

Impact on Residents and Businesses

The project is expected to have minimum impact on the surrounding environment and the community during the development and construction. The primary focus will be on minimizing any right of way impacts including impacts to the transmission lines running parallel to the existing road and the bridge. The new bridge will be designed in accordance with the latest state of the art seismic and flood protection design criteria.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11 Approval of the Service Agreement for Project Approval and Environmental Documentation (PA/ED) Phase by and Among the County of Riverside, City of Eastvale, and City of Norco for Hamner Avenue Bridge Replacement Over the Santa Ana River. 2nd District. [\$56,339,000 Total]; Federal HBP funds 88.53%, City of Eastvale and City of Norco funds 11.47%

DATE: February 1, 2016

PAGE: 3 of 3

SUPPLEMENTAL:

Additional Fiscal Information

Estimated Project Costs and Funding Sources

<i>Project Phase</i>	<i>Cost</i>	<i>HBP Funds</i>	<i>Local Match</i>
<i>Prelim. Eng. & Environmental Clearance (PA/ED)</i>	\$4,338,000	\$3,840,000	\$498,000
<i>Final Design (PS&E)</i>	\$2,180,000	\$1,930,000	\$250,000
<i>Right of Way (ROW)</i>	\$1,300,000	\$1,151,000	\$149,000
<i>Construction (CONST)</i>	\$48,521,000	\$42,956,000	\$5,565,000
<i>Total</i>	\$56,339,000	\$49,877,000	\$6,462,000

Current Commitments of Local Matching Funds from Each City:

The Hamner Avenue Bridge over the Santa Ana River is within the jurisdictional limits of the City of Norco near the border with the City of Eastvale. The City of Norco is the implementing agency responsible for sponsoring and funding the Hamner Avenue Bridge Replacement Project. Eastvale, at its sole discretion, will decide its level of participation in funding at the beginning of each project phase. Currently, Eastvale has committed to equal participation with Norco in funding the local match for the Project Approval/Environmental Documentation (PA/ED) phase only as detailed below:

City of Norco:

FY2013/2014 – FY2014/2015	\$15,000 (Cost from Aug. 2013 to Feb. 2015)
FY2014/2015 – FY2018/2019:	\$234,000 over 3 years for PA/ED
FY2018/2019 – FY2019/2020:	TBD ⁽¹⁾
FY2020/2021 – FY2022/2023:	TBD ⁽¹⁾

City of Eastvale:

FY2013/2014 – FY2014/2015	\$15,000 (Cost from Aug. 2013 to Feb. 2015)
FY2014/2015 – FY2018/2019:	\$234,000 over 3 years for PA/ED
FY2018/2019 – FY2019/2020:	TBD ⁽¹⁾
FY2020/2021 – FY2022/2023:	TBD ⁽¹⁾

(1) To Be Determined (TBD).

Contract History and Price Reasonableness

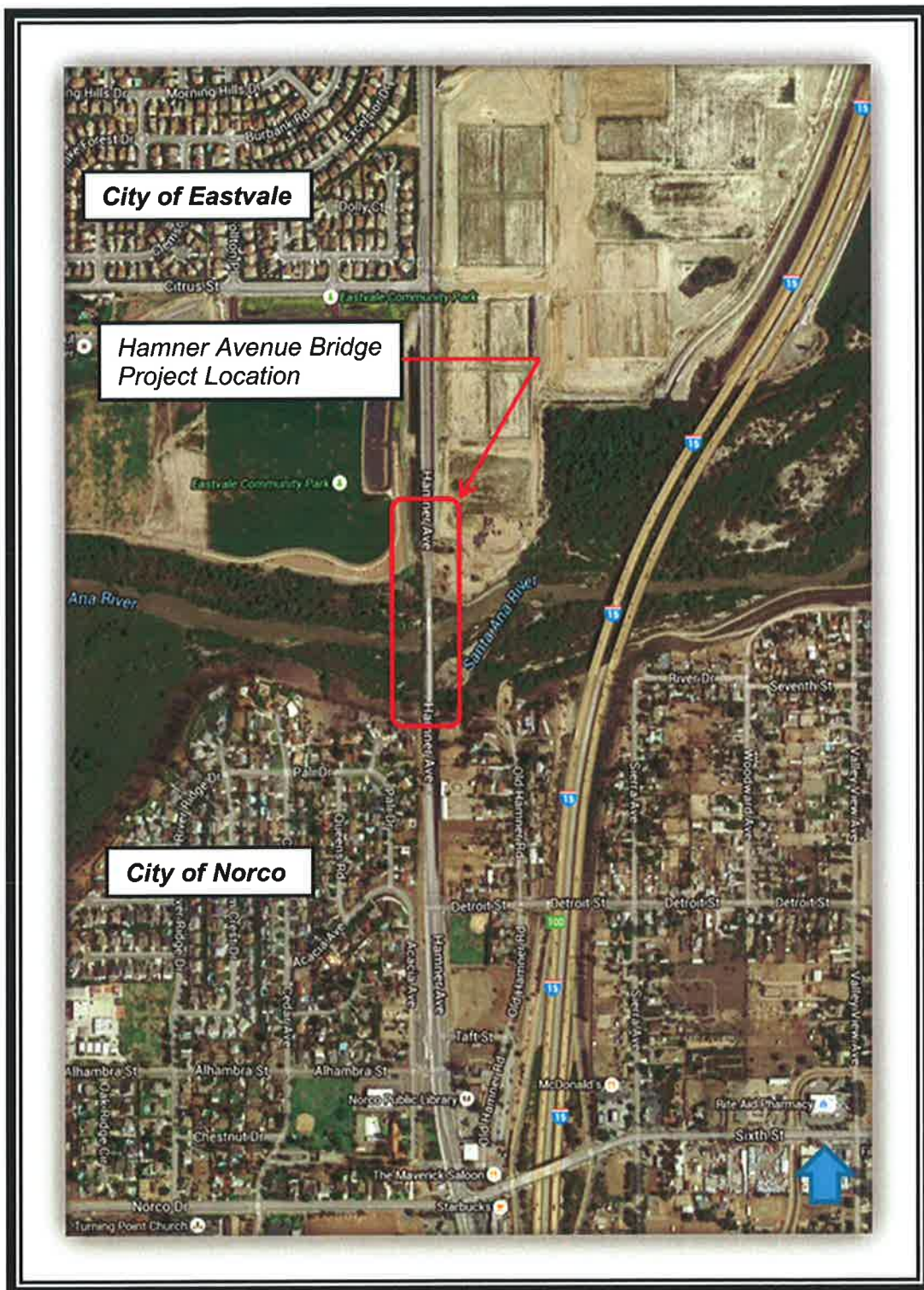
N/A

ATTACHMENTS:

Vicinity Map

Service Agreement

**Hamner Avenue Bridge Replacement
Over Santa Ana River**



VICINITY MAP

SERVICE AGREEMENT FOR PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA/ED)

PHASE

BY AND AMONG

COUNTY OF RIVERSIDE, CITY OF EASTVALE, AND CITY OF NORCO

FOR

HAMNER AVENUE BRIDGE REPLACEMENT OVER SANTA ANA RIVER

This Agreement is entered into this _____ day of _____, 2016, by and among the County of Riverside, (hereinafter "COUNTY"), the City of Eastvale, (hereinafter "EASTVALE") and the City of Norco (hereinafter "NORCO") to perform the preliminary engineering, conduct the environmental studies and to prepare the environmental documentation for environmentally clearing a project known as Hamner Avenue Bridge Replacement over Santa Ana River (Br.No.56C0446) and includes the widening of the roadway approaches connecting to the new bridge. EASTVALE and NORCO collectively are sometimes hereinafter referred to as "CITIES". The COUNTY, EASTVALE, and NORCO are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Hamner Avenue is an approximately 8.5-mile stretch of road extending through EASTVALE and NORCO. It runs parallel to Interstate 15 (I-15) and extends from Riverside Drive in EASTVALE at the north end to the southern boundary of NORCO at the south end. Hamner Avenue serves not only as a local arterial but also as an alternate route to the I-15. Hamner Avenue Bridge, which is one of the few all-weather crossings over the Santa Ana River in the region, is a critical link between EASTVALE and the NORCO.
- B. The bridge site is in NORCO near the border between NORCO and EASTVALE, approximately 1,300 feet to the west of the I-15 Bridges over the Santa Ana River in NORCO, California. The existing structure has two traffic lanes, one in each direction with no shoulders. It carries heavy traffic bypassing Interstate-15 when there is congestion, maintenance activities, or an emergency on the freeway. The existing reinforced concrete bridge is approximately 676 feet long and 36 feet wide. The bridge was constructed in 1939. It was widened and seismically upgraded in 1978. The bridge widening project provided a cantilevered sidewalk on the east side of the structure and installed cable restrainers through the expansion joints for seismic retrofitting.

- 1 ~~C. The 1978 seismic upgrade work is now outdated and insufficient in consideration of the current Caltrans~~
2 seismic design criteria and retrofit technology. The bridge is listed in the federal Eligible Bridge List (EBL)
3 with a status flag of "Structurally Deficient" (SD) and a Sufficiency Rating (SR) of 69.3. Since the bridge is
4 rated "SD" with a SR lower than 80, the bridge is eligible for rehabilitation using the federal Highway Bridge
5 Program (HBP) funds. Although the SR of the bridge exceeds the threshold of 50.0 for replacement per the
6 HBP guidelines, COUNTY and the CITIES consider that the replacement of the existing 2-lane bridge with a
7 minimum 4-lane or possibly a 6-lane bridge is the most prudent and cost-effective rehabilitation alternative.
8 This determination is based on the age of the bridge, the structural deterioration, hydraulic deficiencies,
9 geometric restrictions, and the need for increased traffic capacity.
- 10 D. The overall objective among the PARTIES is to replace the existing structurally deficient and functionally
11 obsolete 76 year old bridge with a new, longer, and wider bridge to provide enhanced public safety and traffic
12 circulation in the area ("PROJECT"). The scope of work of the proposed PROJECT will include
13 reconstructing approach roadways, providing necessary channel improvements, and a multi-purpose trail
14 connecting to the existing and proposed regional trails. The proposed PROJECT is consistent with the 2012-
15 2035 Regional Transportation Plan (RTP) published by the Southern California Association of Governments
16 (SCAG). Widening of Hamner Avenue from 2 to 6 traffic lanes, including the PROJECT, has been listed in
17 the SCAG's 2012-2035 Regional Transportation Plan (RTP), Project ID 3A01WT159. Since the PROJECT is
18 funded primarily with HBP Funds, it must conform to the processes and procedures of the Caltrans Office of
19 Local Programs.
- 20 E. Since the PROJECT is entirely within the jurisdictional boundaries of NORCO, NORCO is the implementing
21 agency responsible for sponsoring and funding the PROJECT. In accordance with the California
22 Environmental Quality Act (CEQA), NORCO would be the Lead Agency to consider and approve any and all
23 environmental documents required by CEQA for the PROJECT. EASTVALE desires to cooperate,
24 coordinate, and participate in funding the required local match for the PROJECT; provided, however that the
25 level of funding participation by EASTVALE, if any, shall be decided by EASTVALE, at its sole discretion, at
26 the beginning of each subsequent PROJECT phase when the Request for Authorization of the HBP funds is
27 submitted to the State for that particular phase of the PROJECT.
- 28 F. Currently, EASTVALE has committed to equal participation with NORCO in funding the local match for the
29 Preliminary Engineering and Environmental Documentation, also known as Project Approval/Environmental

1 Documentation (PA/ED) phase of the PROJECT, which is the subject matter of the Agreement. COUNTY
2 has extensive experience in the development and implementation of complex bridge projects involving
3 Federal and State agencies. Although the PROJECT is located within the jurisdictional limits of NORCO, and,
4 NORCO is the lead agency on the PROJECT, the PARTIES desire to designate the COUNTY as the
5 Responsible Agency for performing the preliminary engineering, conducting the environmental studies, and
6 preparing the environmental documentation to secure the CEQA and the National Environmental Policy Act
7 (NEPA) clearance for the PROJECT. COUNTY will therefore provide the administrative, technical,
8 managerial, and support services necessary during the PA/ED Phase.

9 G. Federal Highway Administration (FHWA) is the Lead Agency for the NEPA document. In the State of
10 California, FHWA delegates this responsibility to the State Department of Transportation (Caltrans). So,
11 Caltrans will act as the Lead Agency for the NEPA document on behalf of FHWA.

12 H. Under a previous three-party service agreement dated April 4, 2012 (Contract No. 12-06-010), COUNTY in
13 cooperation with EASTVALE and NORCO performed the necessary preliminary engineering studies,
14 prepared a funding application, and submitted the application to Federal Highway Administration (FHWA) in
15 order to program and to fund the PROJECT in the Federal Transportation Improvement Program (FTIP).
16 After successfully programming the PROJECT, COUNTY submitted to FHWA a Request for Authorization
17 (RFA) to obligate the HBP funds for the Preliminary Engineering Phase of the PROJECT. FHWA approved
18 the request and obligated an initial amount of \$518,000 on August 30, 2013, requesting additional studies in
19 support of total replacement scope before authorizing the remainder of the funds for the Preliminary
20 Engineering Phase.

21 I. COUNTY selected T.Y. Lin International to provide the necessary environmental and engineering services for
22 developing the PROJECT.

23 J. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY,
24 EASTVALE, and NORCO with respect to each PARTY's roles and responsibilities for the PA/ED phase of the
25 PROJECT.

AGREEMENT

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

SECTION 1 • COUNTY shall:

1. Act as the Responsible Agency on behalf of the CITIES for performing the preliminary engineering, conducting the environmental studies, and preparing the environmental documentation to secure the CEQA and the NEPA clearance for the PROJECT. All services are dependent on the continued availability of the federal HBP funds and the matching local funds from the CITIES as detailed in Exhibit "A", ("the Project Factsheet"), attached hereto and incorporated herein by reference as if fully set forth herein. COUNTY is providing services on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for any portion of the PROJECT.
2. Retain a consultant to prepare the PA/ED documents, manage and oversee the work of the consultant, and work with the regulatory agencies to review, circulate, and approve the environmental document.
3. Submit invoices to State and the CITIES periodically, but not more frequent than monthly, for reimbursement of PROJECT costs.

SECTION 2 • EASTVALE shall:

1. Equally participate with NORCO in funding the required Local Match for the PA/ED Phase of the PROJECT as detailed in the Project Factsheet; provided, however, that such funding amount by EASTVALE shall not exceed \$249,000 paid over a period of three (3) years in the amount of \$83,000 each fiscal year.
2. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of conceptual planning studies in support of environmental document and construction permits.
3. Provide a representative to coordinate with the COUNTY's Project Manager during the development of the PA/ED Phase of the PROJECT.
4. Pay all invoices submitted by COUNTY for the PA/ED Phase of the PROJECT within 45 calendar days of receipt.

SECTION 3 • NORCO shall:

1. In accordance with the California Environmental Quality Act (CEQA), be the Lead Agency to consider and

- 1 approve all environmental documents required under CEQA for the PROJECT.
- 2 2. Equally participate with EASTVALE in funding the required Local Match for the PA/ED Phase of the
3 PROJECT as detailed in Exhibit A, the Project Factsheet, in the amount of \$249,000 paid over a period of
4 three (3) years in the amount of \$83,000 each fiscal year.
- 5 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
6 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and
7 other field activities required for preparation of conceptual planning studies in support of environmental
8 document and construction permits.
- 9 4. Provide a representative to coordinate with the COUNTY's Project Manager during the development of the
10 PA/ED Phase of the PROJECT.
- 11 5. Pay all invoices submitted by COUNTY for the PA/ED Phase of the PROJECT within 45 calendar days of
12 receipt.

13 **SECTION 4 • IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:**

- 14 1. This Agreement supersedes and replaces the previous three-party agreement dated April 4, 2012 (Contract
15 No. 12-06-010) among COUNTY, EASTVALE, and NORCO and becomes the sole agreement among the
16 PARTIES for the development and implementation of the PA/ED Phase of the PROJECT.
- 17 2. After the completion of PA/ED Phase, the continued implementation of the PROJECT depends primarily on
18 the availability and authorization of HBP funds, and the matching local funds coming from regional and/or
19 local funding sources, including EASTVALE and NORCO. In the event that adequate funds are not available
20 to move forward or to complete the PROJECT, PARTIES agree to meet and confer and collectively work to
21 identify adequate funding for a period of six months from the approval date of the NEPA document, which is
22 the completion date of the PA/ED Phase. During or at the end of this period, if PARTIES are not successful
23 to secure the necessary funds for the subsequent phases of the PROJECT, the "Project Closure During
24 Preliminary Engineering (PE)" as provided in "Article 6.7.6" of the "Chapter 6, Highway Bridge Program (HBP,
25 formerly Highway Bridge Replacement and Rehabilitation Program or HBRRP)" of the State's Local
26 Assistance Program Guidelines (LAPG) shall be implemented.
- 27 3. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT, or
28 shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
29 continue with the PROJECT, if funds are no longer available.

- 1 4. Nothing in this Agreement is intended to commit EASTVALE to funding any portion of the PROJECT beyond
2 the PA/ED Phase of the PROJECT, or shall be construed as obligating EASTVALE to provide matching funds
3 for any anticipated funding or to continue with the PROJECT, if funds are no longer available.
- 4 5. CITIES mutually agree to budget for the fiscal year at the start of each fiscal year, but no later than July 31st.
5 This will be documented in a Project Budget Form prepared by the COUNTY and approved by the authorized
6 representatives of the CITIES, which will identify and commit to total project budget for the upcoming fiscal
7 year, available revenues and funding sources, expected expenditures of COUNTY staff and contracts
8 engaged in project delivery. The Project Budget Form will be amended as necessary throughout the year as
9 required by project financial circumstances or as mutually agreed, but never less than once every fiscal year.
10 COUNTY and CITIES will meet at the end of PA/ED Phase upon completion of the environmental
11 documentation and clearance of the PROJECT to review and establish the PROJECT budget and funding
12 status. Continued implementation of the PROJECT with the subsequent phases, i.e., preparation of Plans,
13 Specifications, and the Estimate (PS&E), right of way acquisition, and construction, shall be handled under a
14 new and separate service agreement at that time, and at which time EASTVALE has no obligation to continue
15 with funding the PROJECT.
- 16 6. The Factsheet provides for a brief PROJECT scope of work, preliminary cost estimates by project phase and
17 the anticipated funding sources to cover these costs. COUNTY and CITIES mutually understand and agree
18 that the cost and schedule information provided in the Factsheet are approximate in nature and subject to
19 change and refinement as the PROJECT is developed and detailed information became available. The
20 information is based on limited preliminary studies performed with the sole purpose of programming the
21 project in the Federal Transportation Improvement Program (FTIP) and to assist the CITIES with initial long
22 term fiscal planning for the matching local funds. The Project Budget Form, which will be reviewed and
23 updated at the start of each fiscal year, shall be the sole source of up to date project budget and schedule
24 information for fiscal planning and necessary adjustments.
- 25 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
26 PARTIES and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES
27 hereto.
- 28 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
29 occurring by reason of anything done or omitted to be done by CITIES under or in connection with any work,

1 authority or jurisdiction delegated to CITIES under this Agreement. It is further agreed that pursuant to
2 Government Code Section 895.4, CITIES shall fully indemnify and hold COUNTY harmless from any liability
3 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
4 omitted to be done by CITIES under or in connection with any work, authority or jurisdiction delegated to
5 CITIES under this Agreement.

6 9. Neither CITIES nor any officer or employee thereof shall be responsible for any damage or liability occurring
7 by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority
8 or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
9 Code Section 895.4, COUNTY shall fully indemnify and hold CITIES harmless from any liability imposed for
10 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
11 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
12 this Agreement.

13 10. In the event that EASTVALE defaults in the performance of any of its obligations under this Agreement or
14 materially breaches any of the provisions of this Agreement, the COUNTY and/or NORCO shall have the
15 option to terminate this Agreement upon 45 days written notice to EASTVALE.

16 11. In the event that NORCO defaults in the performance of any of its obligations under this Agreement or
17 materially breaches any of the provisions of this Agreement, the COUNTY and/or EASTVALE shall have the
18 option to terminate this Agreement upon 45 days written notice to NORCO.

19 12. In the event of any arbitration, action or suit brought by either CITIES or COUNTY against the other by reason
20 of any breach on the part of the other party or any of the covenants and agreements set forth in this
21 Agreement, or any other dispute between the COUNTY and CITIES concerning this Agreement, the
22 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to
23 have and recover from the other party all costs and expenses or claims, including but not limited to attorneys
24 fees and expert witness fees. This section shall survive any termination of this Agreement.

25 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
26 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the
27 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

28 14. This Agreement is to be construed in accordance with the laws of the State of California.

29 15. Neither the CITIES nor COUNTY shall assign this Agreement without the written consent of the other party.

- 1 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights
2 provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State
3 of California, and the parties hereto waive all provisions of law providing for a change of venue in such
4 proceedings to any other county.
- 5 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of
6 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITIES or
7 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not
8 be construed against the party that prepared it in its final form.
- 9 18. Any waiver by COUNTY or CITIES of any breach by any other party of any provision of this Agreement shall
10 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.
11 Failure on the part of COUNTY or CITIES to require from any other party exact, full and complete compliance
12 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms
13 hereof, or stopping COUNTY or CITIES from enforcing this Agreement.
- 14 19. This Agreement and Exhibit "A" herein contain the entire agreement between the PARTIES, and are intended
15 by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting the
16 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
17 Agreement, is null and void.
- 18 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
19 parties not a party to this Agreement or affect the legal liability of any party to the Agreement by imposing any
20 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 21 21. All PARTIES shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a
22 period of minimum three (3) years form the approval date of the NEPA document or the date of Notice of
23 Completion (NOC) for the PROJECT, whichever is later.
- 24 22. The term of this Agreement between the PARTIES expires six (6) months after the approval date of the NEPA
25 Document, or four (4) years, whichever is later, absent a default by the parties. All PA/ED Phase activities
26 shall be completed by the expiration date except PROJECT audits. NORCO shall issue a task order to the
27 County authorizing audit support services should there be an audit of the PROJECT records by a Federal,
28 State, or Local Authority after the expiration date. The agreed upon cost of audit support services as
29 requested by NORCO and performed by the COUNTY after the expiration of this Agreement shall be

1 NORCO's responsibility and shall be funded with NORCO's local funds only.

2 23. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing
3 and delivered to the following addresses or such other address as the PARTIES may designate:

4
5 **COUNTY:**

6 County of Riverside Transportation Department
7 Attn: Patty Romo, Assistant Director of Transportation
8 4080 Lemon Street, 8th Floor
9 Riverside, CA 92501
10 Phone: (951) 955-6740
11 Fax: (951) 955-3198

EASTVALE:

City of Eastvale
Attn: Michele Nissen, City Manager
12363 Limonite Ave, Suite 910
Eastvale, CA 91752
Phone: (951) 703-4411
Fax: (951) 361-0888

12
13 **NORCO:**

14 City of Norco
15 Attn: Andy Okoro, City Manager
16 2870 Clark Avenue
17 Norco, CA 92860
18 Phone: (951) 270-5611
19 Fax: (951) 270-5622

20
21 24. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
22 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
23 instrument.

24
25 **[Signatures of Parties on Following Page(s)]**
26
27
28
29

APPROVALS

CITY OF EASTVALE

APPROVED BY:

Ike Bootsma Dated: 12/09/15

Name Ike Bootsma

Title Mayor

APPROVED AS TO FORM:

John Cavanaugh Dated: 12/09/15

Name John Cavanaugh

Title City Attorney

ATTEST:

Marc Donohue Dated: 12/09/15

Name Marc Donohue

Title City Clerk

CITY OF NORCO

APPROVED BY:

Kevin Bash Dated: 10/21/2015

Name Kevin Bash

Title Mayor Pro Tem

APPROVED AS TO FORM:

John Harper Dated: 10/21/2015

Name John Harper

Title City Attorney

ATTEST:

Cheryl L. Link Dated: 10/21/2015


Name Cheryl L. Link, CMC

Title City Clerk

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COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

 Dated: 2/14/16

Juan C. Perez
Director of Transportation and Land Management

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

 Dated: 2/18/16
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 (Seal)

Exhibit A - PROJECT FACTSHEET

Project Title: Hamner Avenue Bridge Replacement Over Santa Ana River
(Br. No. 56C-0446)
Federal Project Number: BRLSZ-5956(230)

Estimated Total Project Cost: \$56,339,000

Project Scope of Work

Hamner Avenue is an approximately 8.5-mile stretch of road extending through the Cities of Norco and Eastvale. The corridor runs parallel to Interstate 15 (I-15) and extends from Riverside Drive in the City of Eastvale (Eastvale) at the north end to the southern boundary of the City of Norco (Norco) at the south end. Hamner Avenue serves not only as a local arterial but also as an alternate route to the I-15. For more than seven decades, the Hamner Avenue Bridge, which is one of the few all-weather crossings over the Santa Ana River in the region, has been a critical link between Norco and the unincorporated areas to the north in Riverside County (subsequently the newly formed City of Eastvale).



Existing Hamner Avenue Bridge at Santa Ana River (Looking West)

The bridge site is near the border between Norco and Eastvale, approximately 1,300 feet to the west of the I-15 Bridges over the Santa Ana River in the City of Norco, California. The existing structure has two traffic lanes, one in each direction with no shoulders. It carries heavy traffic bypassing Interstate-15 when there is congestion, maintenance activities, or an emergency on the freeway. The existing reinforced concrete bridge is approximately 676 feet long and 36 feet wide. The bridge was constructed in 1939. It was widened and seismically upgraded in 1978. The bridge widening project provided a cantilevered sidewalk on the east side of the structure and installed cable restrainers through the expansion joints for seismic retrofitting.

The 1978 seismic upgrade work is now outdated and insufficient in consideration of the current Caltrans seismic design criteria and retrofit technology. The bridge is listed in the federal Eligible Bridge List (EBL) with a status flag of "Structurally Deficient" (SD) and a Sufficiency Rating (SR) of 69.3. Since the bridge is rated "SD" with a SR lower than 80, the bridge is eligible for rehabilitation using the federal Highway Bridge Program (HBP) funds. Although the SR of the bridge exceeds the threshold of 50.0 for replacement per the HBP guidelines, County and the Cities consider that the replacement of the existing 2-lane bridge with a minimum 4-lane or possibly a 6-lane bridge is the most prudent and cost-effective rehabilitation alternative. This determination is based on the age of the bridge, the structural deterioration, hydraulic deficiencies, geometric restrictions, and the need for increased traffic capacity.

The purpose of the proposed project is to replace the existing structurally deficient and functionally obsolete 73 year old bridge with a new, longer, and wider bridge to provide enhanced public safety and traffic circulation in the area. The work will include reconstructing approach roadways, providing necessary channel improvements, and a multi-purpose trail connecting to the existing and proposed regional trails. The proposed bridge improvements are consistent with the 2012-2035 Regional Transportation Plan (RTP) published by the Southern California Association of Governments (SCAG). Widening of Hamner Avenue from 2 to 6 traffic lanes, including the bridge over the Santa Ana River, has been listed in the SCAG's 2012-2035 Regional Transportation Plan (RTP), Project ID 3A01WT159.

Bridge Data

- Existing Length: 676 ft
 - Proposed Length: 1200 ft
 - Designated: Structurally Deficient (SD).
 - SR (Sufficiency Rating): 69.3
 - Year Built: 1939
 - Scope: Total Bridge Replacement
- Existing Width: 36 ft – 0 inches
 - Proposed Width: 108 ft – 6 inches

Table 1 – Estimated Project Costs and Funding Sources

Project Phase	From (FY)	To (FY)	Cost	HBP Funds	Local Match
PA/ED	2013/2014	2018/2019	\$4,338,000	\$3,840,000	\$498,000
PS&E	2018/2019	2019/2020	\$2,180,000	\$1,930,000	\$250,000
ROW	2018/2019	2019/2020	\$1,300,000	\$1,151,000	\$149,000
CONST.	2020/2021	2022/2023	\$48,521,000	\$42,956,000	\$5,565,000
Total	2013/2014	2022/2023	\$56,339,000	\$49,877,000	\$6,462,000

Notes:

1. The estimated project costs provided in Table 1 are approximate in nature and subject to change as the project is developed and detailed information became available. They are

based on limited preliminary studies performed to assist with long term fiscal planning and to program the project.

2. The total participating project cost eligible for the HBP funds is \$56,339,000 for total bridge replacement. The HBP funds are allocated at 88.53% of the participating costs and the Local Matching Funds are calculated at 11.47%.

Projected Local Matching Funds from Each City:

The Hamner Avenue Bridge over Santa Ana River is essentially within the jurisdictional limits of the City of Norco near the border with the City of Eastvale. The City of Norco is the implementing agency responsible for sponsoring and funding the Hamner Avenue Bridge Replacement Project. The City of Eastvale desires to cooperate, coordinate, and participate in funding the required local match for the project. Eastvale, at its sole discretion, will decide its level of participation in funding the required local match at the beginning of each project phase. Currently, Eastvale has committed to equal participation with Norco in funding the local match for the Project Approval/Environmental Documentation (PA/ED) phase:

City of Norco:

FY2013/2014 – FY2014/2015	\$15,000 (Cost from Aug. 2013 to Feb. 2015)
FY2014/2015 – FY2018/2019:	\$234,000 over 3 years for PA/ED
FY2018/2019 – FY2019/2020:	TBD ⁽¹⁾
FY2020/2021 – FY2022/2023:	TBD ⁽¹⁾

City of Eastvale:

FY2013/2014 – FY2014/2015	\$15,000 (Cost from Aug. 2013 to Feb. 2015)
FY2014/2015 – FY2018/2019:	\$234,000 over 3 years for PA/ED
FY2018/2019 – FY2019/2020:	TBD ⁽¹⁾
FY2020/2021 – FY2022/2023:	TBD ⁽¹⁾

NOTES:

(1) To Be Determined (TBD).

Tasks Completed

- A limited feasibility study and a funding application including conceptual planning studies, environmental scoping, and a preliminary cost analysis for requesting federal Highway Bridge Program (HBP) funds and to program the project.
- Request for Authorization (RFA) to initiate the PA/ED phase of the project, which was approved on August 30, 2013.
- Preparation of the project scope and the Request for Qualifications (RFQ) to select a consultant for the Preliminary Engineering Services
- A consulting firm has been selected to provide engineering and environmental services for the development of the project from environmental clearance through construction.