

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

528A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
March 22, 2016

**SUBJECT:** Approval of the Cooperative Agreement between the State of California Department of Transportation and the County of Riverside for the Project Study Report - Project Development Support for the Rubidoux Boulevard Interchange at State Route 60. 2<sup>nd</sup> District; [\$98,000]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Cooperative Agreement between the State of California Department of Transportation (Caltrans) and the County of Riverside (County) (Caltrans Agreement No. 8-1612); and
2. Authorize the Chairman to execute the same.

Patricia Romo  
Assistant Director of Transportation

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
BY: *Marsha L. Victor* 4/15/16  
DATE  
MARSHA L. VICTOR

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 10,000	\$ 88,000	\$ 98,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Developer Impact Fee (DIF) AP1 Maj. Improvement Fund (30507) Jurupa Area (100%). There are no General Funds used in this project.

**Budget Adjustment:** No  
**For Fiscal Year:** 15/16 & 16/17

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

APPROVE  
BY: *Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

Positions Added  
 Change Order

A-30  
 4/5 Vote

Prev. Agn. Ref.: 6/19/07, Item 3-35

District: 2

Agenda Number:

3-24

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

**FORM 11:** Approval of the Cooperative Agreement between the State of California Department of Transportation and the County of Riverside for the Project Study Report - Project Development Support for the Rubidoux Boulevard Interchange at State Route 60. 2<sup>nd</sup> District; [\$98,000]; Local Funds 100%

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### **BACKGROUND:**

#### **Summary**

The Rubidoux Boulevard Interchange at State Route 60 (SR-60), located within the City of Jurupa Valley (City), is a key interchange serving the City.

On May 11, 2011, prior to the July 1, 2011 incorporation of the City of Jurupa Valley, the County and the City of Riverside filed petitions in San Bernardino Superior Court regarding the City of Rialto's approval of the Rialto Commerce Center Project. On December 20, 2011, the County and City of Riverside entered into a Settlement Agreement between the City of Rialto, City of Rialto City Council, and Oakmont Industrial Group regarding the City of Rialto's approval of the Rialto Commerce Center Project. To mitigate truck impacts from the Rialto Commerce Center Project, Oakmont Industrial Group is required to pay Transportation Uniform Mitigation Fees (Settlement TUMF), up to \$3.5 million, which can be utilized to improve the Rubidoux Boulevard at SR-60 Interchange (Project).

Since the County has extensive experience with interchange projects, the City requested that the County proceed with the preparation of the Project Study Report-Project Development Support project initiation document (PSR-PDS) for Project. A Service Agreement between the County and City has been prepared and is being submitted under a separate agenda item.

On February 18, 2016, the Jurupa Valley City Council approved a Service Agreement between the County and the City to designate the County as the lead agency for the project.

The Cooperative Agreement between Caltrans and the County outlines each agency's responsibilities for the completion of the PSR-PDS for the Project. This Cooperative Agreement designates authority to the County to prepare the PSR-PDS and also establishes the mechanism by which the County will reimburse Caltrans an estimated \$98,000 for their cost for review and approval of the PSR-PDS. The County is planning to utilize Developer Impact Fee (DIF) funds to pay for the preparation, review and approval of the PSR-PDS.

On June 19, 2007 (Agenda Item 3.35), the Board of Supervisors approved the programming of DIF funds for transportation projects. The Rubidoux Boulevard Interchange at SR-60 is one of the projects listed in this update with \$500,000 authorization in Jurupa Valley Area Plan.

#### **Impact on Residents and Businesses**

N/A

### **SUPPLEMENTAL:**

#### **Additional Fiscal Information**

Prior to the City of Rialto's issuance of each building permit in the Rialto Commerce Center Project, Oakmont Industrial Group is required to pay the County a share of the Settlement TUMF funds. To date, the County has collected \$327,000 of Settlement TUMF. The estimated cost to complete the PSR-PDS is \$400,000 (includes County staff time, consultant's document preparation, and Caltrans review and approval cost) which will be funded through DIF funds. The remaining balance of the DIF funds and the collection of the settlement TUMF deposit will be used in the next phase of the project i.e. Preliminary Engineering and Environmental Clearance. No General funds will be used for this project.

Project number A2-0930.

#### **Contract History and Price Reasonableness**

N/A

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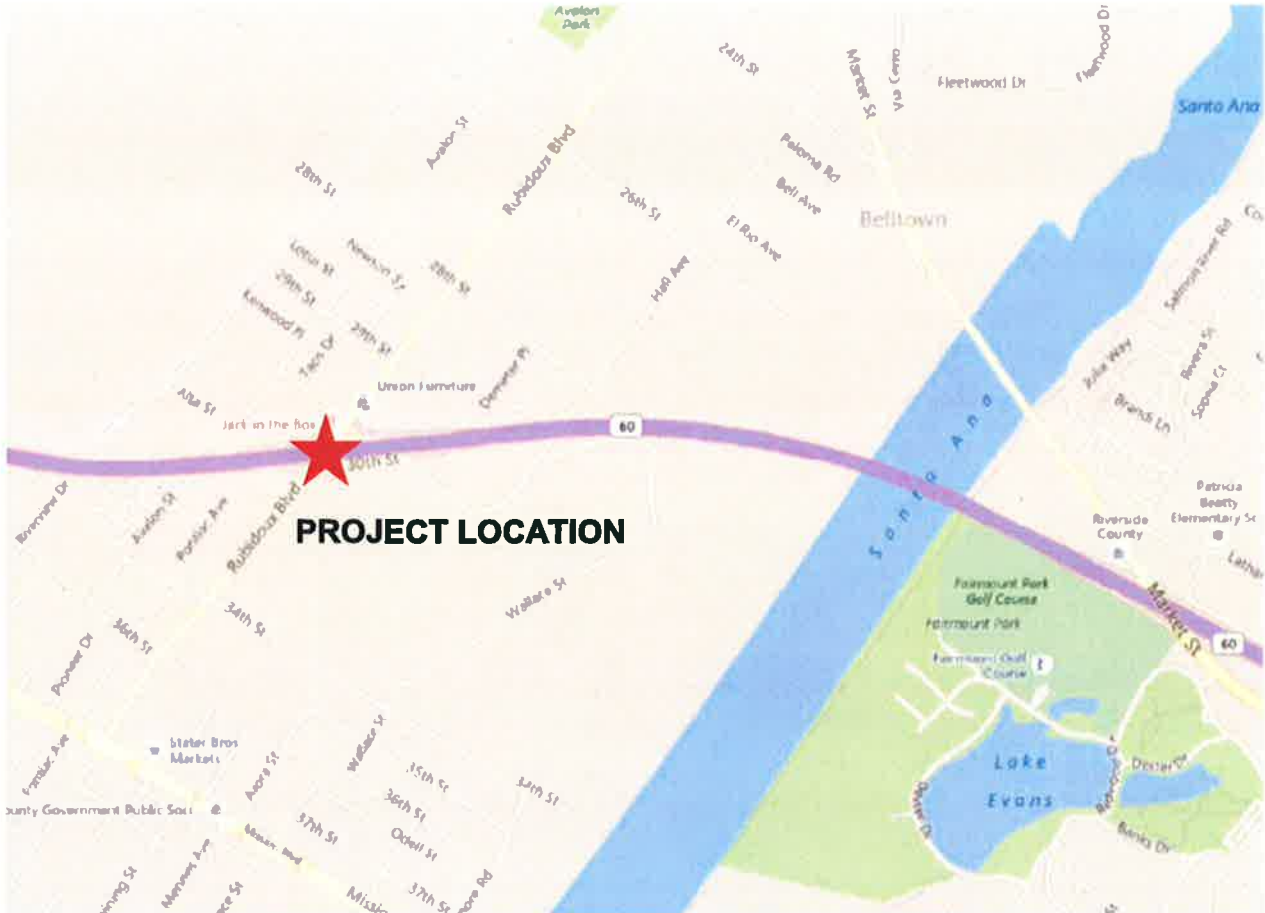
**PAGE:** 3 of 3

**ATTACHEMENTS**

Vicinity Map

Cooperative Agreement

# RUBIDOUX BOULEVARD AT STATE ROUTE 60 INTERCHANGE



**VICINITY MAP**

**COOPERATIVE AGREEMENT**  
**Project Study Report – Project Development Support (PSR-PDS)**

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

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

**RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per Government Code 65086.5.
2. COUNTY desires that a project initiation document (PID) be developed for interchange improvements at State Route 60/Rubidoux Boulevard within the SHS, referred to herein as PROJECT.
3. PARTNERS acknowledge that this Agreement is to complete a Project Study Report-Project Development Support (PSR-PDS) PID.
4. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
5. COUNTY is willing to develop the PID and is willing to fund one hundred percent (100%) of the PID's costs and fees, including costs to reimburse CALTRANS. If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review of this PROJECT, CALTRANS will agree to amend this Agreement to change the reimbursement arrangement for PID review.

CALTRANS will review and approve the PID prepared by COUNTY; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps, will actively participate in the project delivery team (PDT) meetings, and will complete any work elements identified in the SCOPE SUMMARY of this Agreement. All CALTRANS' activities will be done as reimbursed work.

6. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will complete the PID.

**ROLES AND RESPONSIBILITIES**

7. COUNTY will prepare a PID for PROJECT at its sole cost and expense and at no cost to CALTRANS. The PID shall be signed on behalf of COUNTY by a Civil Engineer registered in the State of California.

8. CALTRANS will complete the work elements that are assigned to it on the SCOPE SUMMARY which is attached to and made a part of this Agreement. COUNTY will complete the work elements assigned to it on the SCOPE SUMMARY. Work elements marked with "N/A" on the SCOPE SUMMARY are not included within this Agreement. Work elements are outlined in the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
9. The PID shall be prepared in accordance with all State and Federal laws, regulations, policies, procedures, and standards that CALTRANS would normally follow if CALTRANS was to prepare the PID.
10. CALTRANS will complete a review of the draft PID and provide its comments to COUNTY within sixty (60) calendar days from the date CALTRANS received the draft PID from COUNTY. COUNTY will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by COUNTY, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from COUNTY.
11. After COUNTY revises the PID to address all of CALTRANS' comments and submits a revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS received the revised draft PID from COUNTY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, COUNTY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) day CALTRANS review period will be stalled during that time and will continue to run after COUNTY provides the required data.
12. CALTRANS will perform its review and approval in accordance with the provisions of the current Project Development Procedures Manual. CALTRANS' review and approval will consist of performing independent quality assurance (IQA) to verify that quality control/quality assurance (QC/QA) meets department standards and determination that the work is acceptable for the next project component. However, CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID. No liability will be assignable to CALTRANS, its officers and employees by COUNTY under the terms of this Agreement or by third parties by reason of CALTRANS' review and approval of the PID.
13. PID preparation, except as set forth in this Agreement, is to be performed by COUNTY. Should COUNTY request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this Agreement, COUNTY shall first agree to reimburse CALTRANS for such work and PARTNERS will amend this Agreement.

#### **INVOICE AND PAYMENT**

14. COUNTY agrees to pay CALTRANS, an amount not to exceed \$98,000.

15. CALTRANS will draw from any CALTRANS administered state and/or federal funds that COUNTY has committed to CALTRANS for this PROJECT.
16. The cost of any engineering support performed by CALTRANS, when allowed, will be charged according to current law.
17. CALTRANS will invoice COUNTY for a \$10,000 initial deposit after execution of this Agreement and thirty (30) working days prior to the commencement of PROJECT expenditures.
18. Thereafter, CALTRANS will submit to COUNTY monthly invoices for estimated monthly costs based on the prior month's expenditures.
19. After PARTNERS agree that all work is complete for the PROJECT, CALTRANS will submit a final accounting for all costs. Based on the final accounting, CALTRANS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
20. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.
21. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
22. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.
23. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within 30 calendar days of receipt of invoice.

#### **GENERAL CONDITIONS**

24. Per Chapter 603, amending item 2660-001-0042 of Section 2.00 of the State Budget Act of 2012, the cost of any engineering services performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.
25. If HM-1 or HM-2 is found within the PROJECT limits, COUNTY will immediately notify CALTRANS.
26. If HM-1 is found within PROJECT limits and outside the existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. COUNTY, in concert with the local agency having land use jurisdiction over the

parcel(s), will ensure that HM MANAGEMENT ACTIVITIES related to HM-1 are undertaken with minimum impact to PROJECT schedule. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside the existing SHS right-of-way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

27. PARTNERS agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
28. 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.
29. 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. CALTRANS will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
30. CALTRANS' obligations under this Agreement are subject to the appropriations of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
31. Neither COUNTY 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 CALTRANS, its contractors, sub-contractors, 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, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY 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 and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this Agreement.
32. Neither CALTRANS 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, its contractors, sub-contractors, 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, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS 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 and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.



33. If work is done under contract (not completed by COUNTY's own employees) and is governed by the California Labor Code's definitions of a "public works" (section 1720(a)), COUNTY 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.
34. This Agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding pertaining to PROJECT.
35. This Agreement will terminate one hundred eighty (180) days after PID is signed by PARTNERS or as mutually agreed by PARTNERS in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

## DEFINITIONS

**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.

**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 parties.

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its responsibility for the completion of specific work elements 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>.

## CONTACT INFORMATION

The information provided below indicates the primary contact information 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:**

Nader Naguib, Project Manager  
464 West 4th Street, 6th Floor (MS 1229)  
San Bernardino, CA 92401-1400

Office Phone: (909) 388-7180  
Email: [nader\\_naguib@dot.ca.gov](mailto:nader_naguib@dot.ca.gov)

**The primary Agreement contact person for COUNTY is:**

Cindi Wachi, Project Manager  
3525 14th Street  
Riverside, CA 92501

Office Phone: (951) 955-1863  
Email: [cwachi@rctlma.org](mailto:cwachi@rctlma.org)

**SIGNATURES**

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

By: \_\_\_\_\_  
John Bulinski  
District 8 Director

By: \_\_\_\_\_  
John J. Benoit  
Chairman, Board of Supervisors

**Certified as to funds:**

**Attest:**

By: \_\_\_\_\_  
Lisa Pacheco  
District Budget Manager

By: \_\_\_\_\_  
Kecia Harper-Ihem  
Clerk of the Board

**Approved as to form and procedure:**

By: Marsha Victor 4/14/16  
Marsha Victor  
Deputy County Counsel

## SCOPE SUMMARY

WORK ELEMENT	CALTRANS	COUNTY	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		X	
0.100.05.05.xx - Communication Plan		X	
0.100.05.10.xx - Cooperative Agreement for PA&ED Phase	X		
0.100.05.10.xx - Independent Quality Assurance (IQA)	X		
0.100.05.10.xx - Project Development Team Meetings		X	
1.150.05.05 - Review of Existing Reports Studies and Mapping		X	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		X	
1.150.05.10.xx - Provision of Existing Geological Information	X		
1.150.05.15 - Utility Search		X	
1.150.05.15.xx - Provision of Existing Utility Information	X		
1.150.05.20 - Environmental Constraints Identification		X	
1.150.05.20.xx - Provision of Environmental Constraints Information	X		
1.150.05.25 - Traffic Forecasts/Modeling		X	
1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information	X		
1.150.05.30 - Surveys and Maps for PID		X	
1.150.05.30.xx - Provision of Existing Surveys and Mapping	X		
1.150.05.35 - Problem Definition		X	
1.150.05.45 - As-Built Centerline and Existing Right of Way	X		
1.150.05.xx - Provision of Existing District Geotechnical Information	X		
1.150.10.05 - Public/Local Agency Input		X	
1.150.15.05 - Right of Way Data Sheets		X	
1.150.15.10 - Utility Relocation Requirements Assessment		X	
1.150.15.15 - Railroad Involvement Determination		X	
1.150.15.25 - Preliminary Materials Report		X	
1.150.15.35 - Multimodal Review		X	
1.150.15.40 - Hydraulic Review		X	

WORK ELEMENT	CALTRANS	COUNTY	N/A
1.150.15.50 - Traffic Studies		X	
1.150.15.55 - Construction Estimates		X	
1.150.20.05 - Initial Noise Study		X	
1.150.20.10 - Hazardous Waste Initial Site Assessment		X	
1.150.20.15 - Scenic Resource and Landscape Architecture Review		X	
1.150.20.30 - Initial Records and Literature Search for Cultural Resources		X	
1.150.20.50 - Initial Water Quality Studies		X	
1.150.20.60 - Preliminary Environmental Analysis Report Preparation		X	
1.150.20.65 - Initial Paleontology Study		X	
1.150.25.05 - Draft PID		X	
1.150.25.20 - PID Circulation, Review, and Approval	X		
1.150.25.25 - Storm Water Data Report		X	
1.150.35 - Required Permits During PID Development		X	
1.150.40 - Permit Identification During PID Development		X	
1.150.45 - Base Maps and Plan Sheets for PID		X	