

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

848A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 16, 2010

SUBJECT: Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the Van Buren Boulevard / Interstate 215 Interchange Improvement Project.

RECOMMENDED MOTION: That the Board approve and execute the attached Construction Cooperative Agreement between the State of California and the County of Riverside and authorize the Chairman to execute the same (Caltrans Agreement No. 8-1471).

BACKGROUND: Projected traffic volumes on Van Buren Boulevard at Interstate 215 (I-215) will increase significantly due to recent and proposed development in the vicinity. During peak hour periods the capacity of the interchange will be exceeded and motorists will experience significant traffic delays. There is a need to provide improvements to the interchange to

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

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

SOURCE OF FUNDS: N/A

| | |
|----------------------------------|--------------------------|
| Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Benoit and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 7, 2010
 xc: Transp.

Kecia Harper-Ihem
 Clerk of the Board
 By:
 Deputy

Prev. Agn. Ref.

District: 1

Agenda Number:

3.39

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
 BY:
 MARSHAL VICTOR
 DATE: 11/22/10

Departmental Concurrence

Dept's Recomm.: Policy
 Per Exec. Ofc.: Policy

The Honorable Board of Supervisors

RE: Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the Van Buren Boulevard / Interstate 215 Interchange Improvement Project.

November 16, 2010

Page 2 of 2

accommodate the projected traffic growth.

The Van Buren Boulevard/I-215 Interchange Expansion Project involves the replacement of the existing interchange with an interchange that can accommodate future traffic growth and allow for the expansion of the Meridian Business Park. This growth is expected to generate 15,000 jobs.

The project environmental document was approved on February 27, 2009. The design and property acquisition phases are currently underway and are scheduled to be completed by the spring of 2011. Construction is scheduled to start in the fall of 2011, with a duration of about two years.

On July 1, 2008 the Board approved the Project Baseline Agreement with the California Transportation Commission (CTC) for the Van Buren/I-215 Interchange Expansion Project. This Project Baseline agreement provided eligibility for \$10 million in Transportation Corridor Improvement Funds (TCIF) from the State's Prop 1B Bonds Goods Movement Program. As part of this agreement, the CTC and its Project Delivery Council monitors the progress of the Van Buren/I-215 Interchange Expansion Project. In addition, there are funding commitments from the Riverside County Transportation Commission, March Joint Powers Authority (JPA), TUMF, and developer contributions which amount to approximately two thirds of the total project cost. March JPA and the Transportation Department are actively seeking additional funding sources to fund the construction of the project.

The Construction Cooperative Agreement between Caltrans and the County of Riverside outlines each agency's responsibilities for the construction of the improvements at the Van Buren Boulevard / Interstate 215 Interchange. This cooperative agreement is necessary for Caltrans to provide project oversight, quality assurance, including appropriate reviews and approvals of submittals by the County, and to cooperate in timely processing of the project. The cost of project oversight and quality assurance will be borne by the State.

Project No. B70798

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

08-RIV-215-R32.3/R35.9
EA: 0E520
District Agreement 08-1471

Contract No. 10-09-004
Riverside Co. Transportation

COOPERATIVE AGREEMENT

This agreement, effective on December 15, 2010, 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.

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the reconstruction of the Interstate 215 (I-215) and Van Buren Boulevard Interchange in the County of Riverside, as well as, the realignment of I-215 due to right of way constraints and adjacent airport clearance requirements, referred to as PROJECT.
3. PARTNERS will cooperate to construct PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 8-1282 and 8-1430.
5. Prior to this agreement, COUNTY is developing the Plans, Specifications and Estimate (PS&E); and COUNTY is developing the Right of Way Certification.
6. MARCH JOINT POWERS AUTHORITY prepared the environmental documentation and developed the Project Report for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2014.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

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 – The California Environmental Quality 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.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

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. 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.

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

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 MANAGEMENT PLAN – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their 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.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. COUNTY SPONSOR for all WORK.
10. CALTRANS and COUNTY are FUNDING PARTNERS for this agreement. Their funding commitments are 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 CONSTRUCTION.

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS, CALTRANS STANDARDS and COUNTY's Standards within COUNTY's right of way.

15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK 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.
17. COUNTY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
19. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.

21. PARTNERS 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 if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. COUNTY will notify CALTRANS within twenty-four (24) hours of any discovery.
25. PARTNERS will hold all administrative draft 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 WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.

28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
29. COUNTY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. COUNTY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
30. 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-2 MANAGEMENT ACTIVITIES.
31. 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.
32. 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.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component this report to be delivered to CALTRANS' REPRESENTATIVE by the first week of the month.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. 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.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.

38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and COUNTY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

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 audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

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.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 60 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.

40. 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, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.

41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.

42. If WORK stops for any reason, PARTNERS are still obligated to implement all 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.

43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

44. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

45. COUNTY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
46. COUNTY will provide a landscape architect licensed in the State of California.
47. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$5,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
48. In the event that CALTRANS proposes and/or requires a change in design standards, implementation of those new or revised design standards shall be done in accordance with CALTRANS Highway Design Manual, Section 82.5, "Effective Date for Implementing Revisions to Design Standards." CALTRANS shall consult with COUNTY in a timely manner regarding the effect of proposed and/or required PROJECT changes and cooperate with COUNTY to determine a source of funding for said PROJECT changes.
49. In the event that CALTRANS proposes and/or requires a change in the PS&E, implementation of those new or revised design changes shall be done after CALTRANS consults with COUNTY in a timely manner regarding the effect of proposed and/or required PROJECT changes and cooperate with COUNTY to determine the appropriateness and/or feasibility of the change as well as a source of funding for said PROJECT changes.
50. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
51. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee and to carry liability insurance in accordance with CALTRANS specifications.

52. COUNTY will submit a written request to CALTRANS for any SFM identified in the PROJECT PS&E package a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. COUNTY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
53. Upon receipt of both SFM and full payment of CALTRANS' invoice for estimated SFM costs, CALTRANS will make the SFM available at a CALTRANS-designated location.
54. COUNTY will coordinate the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), Department of Fish & Game (1602) and U.S. Army Corps of Engineers Permit (404).
55. COUNTY will obtain the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), Department of Fish & Game (1602) and U.S. Army Corps of Engineers Permit (404).
56. COUNTY will implement the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), Department of Fish & Game (1602) and U.S. Army Corps of Engineers Permit (404).
57. COUNTY will RENEW, AMEND and/or EXTEND, as necessary, the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), Department of Fish & Game (1602) and U.S. Army Corps of Engineers Permit (404).
58. CALTRANS will provide Source Inspection on reimbursed basis. A subjob code will be created by CALTRANS accounting in order to charge the time spent by CALTRANS employees during source inspection.
59. COUNTY will provide maintenance for those portions of the SHS within WORK limits until PARTNERS execute a separate maintenance agreement.

PARTNERS will execute a separate maintenance agreement prior to COMPLETION OF WORK.

COST

Cost: General

60. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any increase to the funding commitments outlined in this agreement requires an amendment to this agreement.
61. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

62. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
63. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
64. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
65. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
66. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
67. During WORK, the cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
68. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
69. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
70. Independent of WORK costs, COUNTY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
71. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
72. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
73. 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.

74. 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, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

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

75. PARTNERS will pay invoices within 45 calendar days of receipt of invoice.
76. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
77. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: CONSTRUCTION Support

78. The cost to maintain the SHS within WORK limits is a WORK cost until PARTNERS execute a separate maintenance agreement.
79. The following partners will submit invoices for CONSTRUCTION actual cost of Source Inspection:
- CALTRANS will invoice COUNTY
80. PARTNERS will exchange funds for actual costs.

Thereafter, CALTRANS will submit to COUNTY quarterly invoices for actual expenditures.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs.

Cost: CONSTRUCTION Capital

81. The cost of all STATE FURNISHED MATERIAL (SFM) is a CONSTRUCTION capital cost.

CALTRANS will invoice COUNTY for the actual cost of any SFM. To provide, at COUNTY's cost, any SFM as shown on the PROJECT PS&E as determined by CALTRANS to be appropriate and available during construction of PROJECT. Upon receipt of COUNTY's request for any such SFM, CALTRANS will order those materials and CALTRANS Project Manager will have an invoice submitted to COUNTY for the costs of those materials. Upon receipt of those materials and COUNTY's payment, CALTRANS will make those SFM materials available to COUNTY at a CALTRANS designated site.

82. The following partners will submit invoices for CONSTRUCTION Capital:
- COUNTY will invoice CALTRANS for TCIF funds.

83. PARTNERS will exchange funds for actual costs.

COUNTY will invoice CALTRANS.

COUNTY will submit to CALTRANS quarterly invoices for actual expenditures.

After PARTNERS agree that all Scope activities are complete, COUNTY will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

84. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

85. This agreement will be understood 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 legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
86. CALTRANS invoices for support costs (source inspection) including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
87. 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.
88. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be held liable due to its IQA activities.
89. PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation); the governor's Executive Order 2007-S-02-07; the California Transportation Commission (CTC) program guidelines for the applicable program (CMIA, 99, etc.); and PROJECT scope, cost,

schedule, and benefit baseline data agreement (BASELINE AGREEMENT). BASELINE AGREEMENT is attached and made a part of this agreement. PROJECT bond funds as identified in this agreement will not exceed funding stated in BASELINE AGREEMENT. Changes to PROJECT funding commitments will require an amendment to BASELINE AGREEMENT and this cooperative agreement.

Right of way purchased using bond funds will become the property of CALTRANS and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

90. 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 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 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 CALTRANS under this agreement.

91. 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 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 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 under this agreement.

92. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
93. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
94. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
95. 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.

96. 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.
97. If any partner defaults in their agreement obligations, the non-defaulting partner(s) 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(s) may initiate dispute resolution.
98. 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 will attempt to negotiate a resolution. If no resolution is reached, 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 WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

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.

Any civil complaints will be filed 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.

99. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
100. 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 those provisions will be automatically severed from this agreement.
101. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
102. 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.

103. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
104. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, 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.

105. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
106. 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.

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. These 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, California 92401-1400
Office Phone: (909) 388-7180
Mobile Phone: (909) 693-1409
Fax Number: (909) 383-6938
Email: nader.naguib@dot.ca.gov

The primary agreement contact person for COUNTY is:

John Marcinek, Project Manager
3525 14th Street
Riverside, California 92501
Office Phone: (951) 955-6800
Email: jmarcine@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: *Stephen R. Wolfe*
 RAYMOND W. WOLFE, PhD
 District Director

By: *Marion Ashley*
 MARION ASHLEY
 Chairman, Board of Supervisors

CERTIFIED AS TO FUNDS:

By: *Lisa Pacheco*
 LISA PACHECO
 Budget Manager

Attest: *Kecia Harper-Ihem*
 KECIA HARPER-IHEM
 Clerk, Board of Supervisors

APPROVED AS TO FORM AND PROCEDURE

By: *Pamela Walls*, Deputy 11/22/10
 PAMELA WALLS
 COUNTY Counsel

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 101G
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

SCOPE SUMMARY

| 4 | 5 | 6 | 7 | 8 | Description | CALTRANS | COUNTY | N/A |
|---|-----|----|----|---|---|----------|--------|-----|
| 5 | | | | | Construction (CON) - 270, 285, 290, 295 | X | X | |
| | 270 | | | | Construction Engineering and General Contract Administration | X | X | |
| | | 10 | | | Construction Staking Package and Control | | X | |
| | | 15 | | | Construction Stakes | | X | |
| | | 20 | | | Construction Engineering Work | | X | |
| | | 25 | | | Construction Contract Administration Work | | X | |
| | | | 05 | | Secured Lease for Resident Engineer Office Space or Trailer | | X | |
| | | | 10 | | Set Up Construction Project Files | | X | |
| | | | 15 | | Pre-Construction Meeting | | X | |
| | | | 20 | | Progress Pay Estimates | | X | |
| | | | 25 | | Weekly Statement of Working Days | | X | |
| | | | 30 | | Construction Project Files and General Field Office Clerical Work | | X | |
| | | | 35 | | Labor Compliance Activities | | X | |
| | | | 40 | | Approved Subcontractor Substitutions | | X | |
| | | | 45 | | Coordination | | X | |
| | | | 50 | | Civil Rights Contract Compliance | | X | |
| | | | 99 | | Other Construction Contract Administration Products | | X | |
| | | 30 | | | Contract Item Work Inspection | | X | |
| | | 35 | | | Construction Material Sampling and Testing | X | X | |
| | | | 05 | | Materials Sampling and Testing for Quality Assurance | | X | |
| | | | 10 | | Plant Inspection for Quality Assurance | | X | |
| | | | 15 | | Independent Assurance Sampling and Testing | | X | |
| | | | 20 | | Source Inspection | X | | |
| | | 40 | | | Safety and Maintenance Reviews | | X | |
| | | 45 | | | Relief From Maintenance Process | | X | |
| | | 55 | | | Final Inspection and Acceptance Recommendation | | X | |
| | | 60 | | | Plant Establishment Administration | | X | |
| | | 65 | | | Transportation Management Plan Implementation During Construction | | X | |
| | | 75 | | | Resource Agency Permit Renewal and Extension Requests | | X | |
| | | 80 | | | Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract | | X | |
| | | 99 | | | Other Construction Engineering and General Contract Administration | | X | |
| | 285 | | | | Contract Change Order Administration | | X | |
| | 290 | | | | Resolve Contract Claims | | X | |
| | 295 | | | | Accept Contract, Prepare Final Construction Estimate, and Final Report | | X | |

FUNDING SUMMARY

| Funding Source | Funding Partner | Fund Type | CON Capital | CON Support | Subtotal Support | Subtotal Capital | Subtotal Funds Type |
|----------------|-----------------|------------------------------------|-----------------|----------------|------------------|------------------|---------------------|
| STATE | CALTRANS | Bond - Trade Corridors Improvement | \$10,000,000.00 | \$0.00 | \$0.00 | \$10,000,000.00 | \$10,000,000.00 |
| LOCAL | COUNTY | Local | \$47,750,000.00 | \$7,508,000.00 | \$7,508,000.00 | \$47,750,000.00 | \$55,258,000.00 |
| | | Subtotals by Component | \$57,750,000.00 | \$7,508,000.00 | \$7,508,000.00 | \$57,750,000.00 | \$65,258,000.00 |

Attachment per
Paragraph 89

SUBMITTAL TO THE BOARD OF SUPERVISORS

857



COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: TLMA - Transportation Department

SUBMITTAL DATE:

June 23, 2008

SUBJECT: Project Baseline Agreement for the Van Buren/I-215 Interchange Expansion Project.

RECOMMENDED MOTION: That the Board approve the attached Resolution No. 2008-326 and the Project Baseline Agreement between the County of Riverside, the California Transportation Commission and the California Department of Transportation for the Van Buren/I-215 Interchange Expansion Project and authorize the Chairman of the Board to execute the same.

BACKGROUND: The Van Buren/I-215 Interchange Expansion Project will upgrade the interchange for one of our primary arterials in Riverside County to improve current operations, provide for future traffic growth, and allow for the expansion of the Meridian Business Park and the 15,000 jobs that is expected to create. This project has been identified to receive \$10 million from

[Signature]
Juan C. Perez

Director of Transportation

BEC/dlp
(Continued ON Attached Page)

Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]*
MICHELLE CLACK
DATE: 7/24/08

| | | | | |
|-----------------------|-------------------------------|--------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ N/A | In Current Year Budget: | N/A |
| | Current F.Y. Net County Cost: | \$ N/A | Budget Adjustment: | N/A |
| | Annual Net County Cost: | \$ N/A | For Fiscal Year: | 2008/2009 |

| | | |
|-------------------------|----------------------------------|--------------------------|
| SOURCE OF FUNDS: | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
Nays: None
Absent: None
Date: July 1, 2008
xc: Transportation, RCTC

Nancy Romero
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref. Item 3.52, 6/24/08 | District: 1st/5th | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.95

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

The Honorable Board of Supervisors

RE: Project Baseline Agreement for the Van Buren/I-215 Interchange Expansion Project.

June 23, 2008

Page 2 of 2

the State's Prop 1B Bonds Goods Movement Program. In order to be eligible for these Transportation Corridor Improvement Funds (TCIF), a Project Baseline Agreement must be in place that identifies the scope and cost of the project for project monitoring purposes by the California Transportation Commission (CTC) and its Project Delivery Council.

A prerequisite for TCIF approval is that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible. As part of the Project Baseline Agreement the Riverside County Transportation Department is providing details on the project scope, cost, schedule, and benefits that satisfy these requirements.

On June 24, 2008 the Board entered into a funding agreement with March Joint Powers Authority that outlines terms and funding responsibilities for the project. The \$97.5 million is committed and expected to be available from various funding sources, including the March JPA, Transportation Uniform Mitigation Fees (TUMF), RCTC Measure "A" Funds, right-of-way donations, and cash contributions from LNR, the developer of the Meridian Business Park. There are not impacts to the County General Fund from this activity.

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RESOLUTION NO. 2008-326

**BASELINE AGREEMENT WITH THE CALIFORNIA TRANSPORTATION
COMMISSION FOR TRADE CORRIDOR IMPROVEMENT FUNDS (TCIF)
(First and Fifth Supervisorial Districts)**

WHEREAS, the Highway Safety, Traffic Reduction, Air Quality and Port Security Bond Act of 2006 was approved by voters as Proposition 1B on November 7, 2006, and;

WHEREAS, the Bond Act provides that \$2 billion shall be transferred to the Trade Corridors Improvement Fund (TCIF) for allocation by the California Transportation Commission upon appropriation in the annual Budget Bill by the Legislature, for infrastructure improvements along corridors that have a high volume of freight movement, and;

WHEREAS, the Bond Act provides that eligible projects for the TCIF include, but are not limited to all the following:

- a) highway capacity improvements and operational improvement;
- b) freight rail system improvements;
- c) enhancements to the capacity and efficiency of ports;
- d) truck corridor improvements;
- e) border access improvements;
- f) surface transportation improvements to and from airports, and;

FORM APPROVED COUNTY COUNSEL
BY: *Michelle Clack*
DATE: 10/24/08
MICHELLE CLACK

1 **WHEREAS**, the Bond Act further mandates that the Commission allocates TCIF
2 to projects that have identified and committed supplemental funding from appropriate
3 local, federal, or private sources. The Bond Act also mandates that except for border
4 access improvements, projects funded from the TCIF shall have supplemental funding
5 that is at least equal to the amount of the contribution from the fund, and

6
7 **WHEREAS**, the Commission required that the inclusion of each of the projects
8 is based on a demonstration that the project, among other factors, can commence
9 construction no later than December 31, 2013, and

10
11 **WHEREAS**, the Commission adopted the TCIF program guidelines on
12 November 27, 2007, that identified the Commission's policy and expectations for the
13 TCIF program, and

14
15 **WHEREAS**, at its April 10, 2008 meeting the California Transportation
16 Commission programmed the Trade Corridors Improvement Fund and included in this
17 program of projects the March Inland Cargo Port Airport I-215 Van Buren Blvd –
18 Ground Access Improvement.

19
20 **NOW THEREFORE BE IT RESOLVED AS FOLLOWS:**

21
22 That the Riverside County Board of Supervisors approves the attached Trade
23 Corridor Improvement Fund Project Baseline Agreement.

24
25 The Riverside County Board of Supervisors certifies that the funding sources

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cited are committed and expected to be available in conformance with the schedule and fund sources identified in the Project Programming Request Form that is attached to the agreement; that the estimated costs represent full project funding; and that the scope and description of benefits is the best estimate possible.

That the effective date of County approval of this agreement is July 1, 2008.

ADOPTED by Riverside County Board of Supervisors on July 1, 2008.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Wilson and Ashley
Nays: None
Absent: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

NANCY ROMERO, Clerk of said Board

By: 
Deputy

**TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT**

Transportation Director's
Original

1. PARTIES AND DATE

- 1.1. This Project Baseline Agreement (Agreement) for the March Inland Cargo Port Airport I215 Van Buren Blvd – Ground Access Improvement, effective on July 1, 2008, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), and the Riverside County Transportation Department (Project Sponsor), sometimes collectively referred to as the "Parties".

2. RECITALS

- 2.1. Whereas at its April 10, 2008 Meeting the California Transportation Commission programmed the Trade Corridors Improvement Fund and included in this program of projects the March Inland Cargo Port Airport I215 Van Buren Blvd – Ground Access Improvement, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A, the Project Study Report (In Riverside County on Interstate 215 from 2.98 km South of Van Buren Boulevard Interchange to 2.56 km North of Van Buren Boulevard Interchange) attached hereto as Exhibit B, and the Project Benefits Form attached hereto as Exhibit C, as the baseline for project monitoring by the California Transportation Commission and its Project Delivery Council. The undersigned Project Sponsor certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

3. GENERAL PROVISIONS

The Project Sponsor and Caltrans agree to abide by the following provisions:

- 3.1. To meet the requirements of Government Code Section 8879.23(c)(1), as added by Proposition 1B, and of Government Code Section 8879.50, as enacted through implementing legislation in 2007 (Senate Bill 88 and Assembly Bill 193).
- 3.2. To adhere to the provisions of the California Transportation Commission Resolution TCIF-P-0708-01, "Adoption of Program of Projects for the Trade Corridors Improvement Fund (TCIF)," dated April 10, 2008.
- 3.3. To adhere to the California Transportation Commission's Trade Corridors Improvement Fund Guidelines.
- 3.4. To adhere to the California Transportation Commission's Accountability Implementation Plan and policies, and program and baseline amendment processes.

JUL - 1 2008 3.95

- 3.5. The Project Sponsor agrees to secure funds for any additional costs of the project. Any change to the funding commitments outlined in this agreement requires an amendment.
- 3.6. To report to the California Transportation Commission on a quarterly basis on the progress made toward the implementation of the project, including scope, cost, and schedule.
- 3.7. To report to the California Transportation Commission on the progress, on a quarterly basis, and outcomes, at the end of the environmental phase, of the environmental process with regard to air quality impacts due to emissions from diesel or other particulates and related mitigation strategies. Whereas the Bond Act mandates that the Commission shall allocate TCIF for trade infrastructure improvements in a manner that places emphasis on projects that improve trade corridor mobility while reducing emission from diesel particulate and other pollutant emissions, the Department of Transportation, the Project Sponsor, and the Corridor Coalition understand and agree that the California Transportation Commission will only allocate TCIF to projects that can demonstrate compliance with applicable environmental requirements. If environmental clearance is conditioned to the implementation of mitigation measures, the Project Sponsor must commit, in writing, to the implementation of those mitigation measures.
- 3.8. To maintain and make available to the California Transportation Commission and/or its designated representative, all work related documents, including engineering and financial data, during the course of the project and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 3.9. The California Transportation Commission and/or its designated representative, has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Sponsor, and any subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project. Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.


4. SPECIFIC PROVISIONS AND CONDITIONS

- 4.1. **Project Schedule and Cost**
See Project Programming Request Form, attached as Exhibit A.
- 4.2. **Project Scope**
See Project Study Report/Project Study Report Equivalent, attached as Exhibit B.
- 4.3. **Project Benefits**
See Project Benefit Form, attached as Exhibit C.


4.4. Other Project Specific Provisions and Conditions

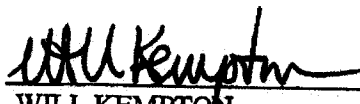
The full \$97.5 million project cost are committed and expected to be available as stated in the Riverside County Board Of Supervisors Resolution Approval of this baseline agreement, including the exhibits and attachments to the agreement which are incorporated herein by reference.

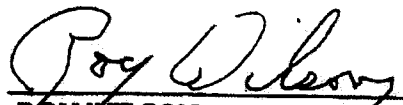
**SIGNATURE PAGE
TO
TRADE CORRIDORS IMPROVEMENT FUND
PROJECT BASELINE AGREEMENT**
March Inland Cargo Port Airport 1215 Van Buren Blvd - Ground Access Improvement



ANNE MAYER 6/30/08
Date
Executive Director
Riverside County Transportation
Commission

APPROVED AS TO FORM:



JOE RANK Michelle Clock Date 6/24/08
County Counsel


WILL KEMPTON 8/20/08
Date
Director
California Department of Transportation



ROY WILSON III - I 2008
Date
Chairman
Riverside County Board of Supervisors


JOHN F. BARNA, JR. 9/3/08
Date
Executive Director

ATTEST:


NANCY ROMERO DEPUTY
JUL - I 2008
Date
Clerk of the Board (SEAL)

RECOMMENDED FOR APPROVAL:


JUAN C. PEREZ 6/29/08
Date
Director
Riverside County Transportation
Department

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

General Instructions

| | | | | | |
|--|--|---|--|------------------------------------|-------------|
| <input checked="" type="checkbox"/> New Project | | <input type="checkbox"/> Amendment (Existing Project) | | Date: 06/18/08 | |
| Caltrans District | | EA | | PPNO | |
| 08 | | 0E520 | | RIV060120 | |
| County | | Route/Corridor | | Project Sponsor/Lead Agency | |
| RIV | | I-215 | | Riverside County | |
| MPO | | Element | | | |
| SCAG | | CO | | | |
| Project Title | | | | | |
| March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | | |
| PM Bk | | PM Ahd | | Project Mgr/Contact | |
| R32.32 | | R35.93 | | John Marcinek | |
| Phone | | E-mail Address | | | |
| 951-955-3727 | | jmarcine@rctlma.org | | | |
| Location, Project Limits, Description, Scope of Work, Legislative Description | | | | | |
| The project proposes to reconstruct the Van Buren Blvd Interchange on I-215 from Post Mile 32.3 north of Oleander Blvd to just south of Cactus Ave at Post Mile 35.93 in Riverside County. Improvements include reconfiguration of the interchange, bridge replacements, auxiliary lanes to the north, and improvements to Van Buren Blvd. The project proposes to realign SB I-215 to accommodate future widening of the freeway. | | | | | |
| Component | | Implementing Agency | | AB 3090 | |
| PA&ED | | MJPA | | <input type="checkbox"/> | |
| PS&E | | County of Riverside | | <input type="checkbox"/> | |
| Right of Way | | County of Riverside | | <input type="checkbox"/> | |
| Construction | | County of Riverside | | <input type="checkbox"/> | |
| Legislative Districts | | | | | |
| Assembly: 64th | | Senate: 37th | | | |
| Congressional: 45th | | | | | |
| Purpose and Need | | | | | |
| The purpose of this project is to mitigate existing and projected capacity and operational deficiencies at the I-215/Van Buren interchange. This interchange provides regional access to and from major redevelopment projects including the continuing expansion of the joint-use March Air Reserve Base/March Inland Port airport. The project also provides critical access to the Meridian master-planned business park, an employment based redevelopment of the former March Air Force Base that is planned for significant goods movement related uses, including rail-served manufacturing, light industrial, and logistics/warehousing. Reconstruction of the interchange will facilitate the development of up to 13 million square feet of goods-movement related development and 15,000 permanent jobs within the former March Air Force Base. | | | | | |
| Project Benefits | | | | | |
| The reconfiguration of the interchange is necessary to improve safety and capacity for future truck and automobile traffic using the interchange. The existing interchange is inadequate to handle the volume of cars and trucks projected to use the interchange. The proposed improvements will improve the operation of the interchange, increase the volume and speed of cars and trucks that will flow through the interchange and will improve on the reliability of travel times. | | | | | |
| Project Milestone | | | | | Date |
| Project Study Report Approved | | | | | 04/13/05 |
| Begin Environmental (PA&ED) Phase | | | | | 08/01/05 |
| Circulate Draft Environmental Document | | | | Document Type N/A | 09/30/08 |
| Draft Project Report | | | | | 09/30/08 |
| End Environmental Phase (PA&ED Milestone) | | | | | 04/23/09 |
| Begin Design (PS&E) Phase | | | | | 07/07/08 |
| End Design Phase (Ready to List for Advertisement Milestone) | | | | | 08/26/11 |
| Begin Right of Way Phase | | | | | 04/24/09 |
| End Right of Way Phase (Right of Way Certification Milestone) | | | | | 08/11/11 |
| Begin Construction Phase (Contract Award Milestone) | | | | | 01/02/12 |
| End Construction Phase (Construction Contract Acceptance Milestone) | | | | | 12/26/13 |
| Begin Closeout Phase | | | | | 12/30/13 |
| End Closeout Phase (Closeout Report) | | | | | 04/30/14 |

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 08/18/08

| | | | | |
|---|-------------|------|------------------|-------|
| County | CT District | PPNO | TCRP Project No. | EA |
| RIV | 08 | | N/A | 0E520 |
| Project Title: March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | |

| Existing Total Project Cost | | | | | | | | | Implementing Agency |
|-----------------------------|-------|-------|-------|--------|--------|--------|--------|--------|---------------------|
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Total Project Cost | | | | | | | | | Implementing Agency |
| E&P (PA&ED) | 3,650 | | | | | | | 3,650 | |
| PS&E | | 1,000 | 1,000 | 3,500 | | | | 5,500 | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | 7,000 | | | | 7,000 | |
| CON | | | | | 49,000 | 32,500 | | 81,500 | |
| TOTAL | 3,650 | 1,000 | 1,000 | 10,500 | 49,000 | 32,500 | | 97,650 | |

| Fund No. 1: Existing Funding | | | | | | | | | Program Code |
|------------------------------|-------|-------|-------|-------|--------|-------|--------|--------|-----------------------------------|
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | TCIF State Bonds (State funds) |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | 10,000 | | | 10,000 | |
| TOTAL | | | | | 10,000 | | | 10,000 | |

| Fund No. 2: Existing Funding | | | | | | | | | Program Code |
|------------------------------|-------|-------|-------|-------|--------|-------|--------|--------|---|
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | 550 | | | | | | | 550 | WRCOG - TUMF (Local funds) Other LNR, March JPA, or local funds may be substituted for a portion of these funds. |
| PS&E | | 1,000 | 1,000 | 3,500 | | | | 5,500 | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | 10,000 | 3,500 | | 13,500 | |
| TOTAL | 550 | 1,000 | 1,000 | 3,500 | 10,000 | 3,500 | | 19,550 | |

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 06/18/08

| | | | | |
|---|-------------|------|------------------|-------|
| County | CT District | PPNO | TCRP Project No. | EA |
| RIV | 08 | | N/A | 0E520 |
| Project Title: March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | |

| | | | | | | | | | |
|-------------------------|-------|-------|-------|-------|--------|-------|--------|--------|--|
| Fund No. 3: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | March JPA Redevelopment Funds (Local funds) |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | 15,000 | | | 15,000 | |
| TOTAL | | | | | 15,000 | | | 15,000 | |

| | | | | | | | | | |
|-------------------------|-------|-------|-------|-------|-------|-------|--------|-------|------------------------------------|
| Fund No. 4: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | 3,000 | | | | | | | 3,000 | LNR Developer Fee (Local funds) |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | 4,000 | | | 4,000 | |
| TOTAL | 3,000 | | | | 4,000 | | | 7,000 | |

| | | | | | | | | | |
|-------------------------|-------|-------|-------|-------|-------|--------|--------|--------|--|
| Fund No. 5: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | RCTC Measure A - Regional Arterial Funds (Local funds) Other LNR, March JPA, or local funds may be substituted for a portion of these funds. |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | 29,000 | | 29,000 | |
| TOTAL | | | | | | 29,000 | | 29,000 | |

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 06/18/08

| | | | | |
|--|--------------------|-------------|-------------------------|-----------|
| County | CT District | PPNO | TCRP Project No. | EA |
| RIV | 08 | | N/A | 0E520 |
| Project Title: March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | |

| | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|---------------|--------------|---------------|---------------|--|
| Fund No. 6: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | RCTC Measure A - Economic Development Funds (Local funds) |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | 10,000 | | | 10,000 | |
| TOTAL | | | | | 10,000 | | | 10,000 | |

| | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|---|
| Fund No. 7: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | Right of Way Donations (Local funds) |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | 7,000 | | | | 7,000 | |
| CON | | | | | | | | | |
| TOTAL | | | | 7,000 | | | | 7,000 | |

| | | | | | | | | | |
|-------------------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|--------------|-----------------------|
| Fund No. 8: | | | | | | | | | Program Code |
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |

| | | | | | | | | | |
|--------------------|--|--|--|--|--|--|--|--|---------------------|
| Fund No. 9: | | | | | | | | | Program Code |
|--------------------|--|--|--|--|--|--|--|--|---------------------|

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 06/18/08

| | | | | |
|--|--------------------|-------------|-------------------------|-----------|
| County | CT District | PPNO | TCRP Project No. | EA |
| RIV | 08 | | N/A | 0E520 |
| Project Title: March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | |

| Existing Funding | | | | | | | | | Funding Agency |
|------------------|-------|-------|-------|-------|-------|-------|--------|-------|----------------|
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |

| Fund No. 10: | | | | | | | | | | Program Code |
|---------------------|-------|-------|-------|-------|-------|-------|--------|-------|----------------|---------------------|
| Existing Funding | | | | | | | | | Funding Agency | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | | |
| E&P (PA&ED) | | | | | | | | | | |
| PS&E | | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | | |
| R/W | | | | | | | | | | |
| CON | | | | | | | | | | |
| TOTAL | | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | | |
| E&P (PA&ED) | | | | | | | | | | |
| PS&E | | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | | |
| R/W | | | | | | | | | | |
| CON | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

| Fund No. 11: | | | | | | | | | | Program Code |
|---------------------|-------|-------|-------|-------|-------|-------|--------|-------|----------------|---------------------|
| Existing Funding | | | | | | | | | Funding Agency | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | | |
| E&P (PA&ED) | | | | | | | | | | |
| PS&E | | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | | |
| R/W | | | | | | | | | | |
| CON | | | | | | | | | | |
| TOTAL | | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | | |
| E&P (PA&ED) | | | | | | | | | | |
| PS&E | | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | | |
| R/W | | | | | | | | | | |
| CON | | | | | | | | | | |
| TOTAL | | | | | | | | | | |

| Fund No. 12: | | | | | | | | | | Program Code |
|---------------------|--|--|--|--|--|--|--|--|--|---------------------|
| Existing Funding | | | | | | | | | | |

PROJECT PROGRAMMING REQUEST

DTP-0001 (REV. 3/08)

Date: 06/18/08

| | | | | |
|--|--------------------|-------------|-------------------------|-----------|
| County | CT District | PPNO | TCRP Project No. | EA |
| RIV | 08 | | N/A | 0E520 |
| Project Title: March Inland Cargo Port Airport - I-215/Van Buren Blvd Ground Access Improvement | | | | |

| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
|-------------------------|-------|-------|-------|-------|-------|-------|--------|-------|----------------|
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |

| Fund No. 13: | | | | | | | | | Program Code |
|-------------------------|-------|-------|-------|-------|-------|-------|--------|-------|---------------------|
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |

| Fund No. 14: | | | | | | | | | Program Code |
|-------------------------|-------|-------|-------|-------|-------|-------|--------|-------|---------------------|
| Existing Funding | | | | | | | | | |
| Component | Prior | 08/09 | 09/10 | 10/11 | 11/12 | 12/13 | 13/14+ | Total | Funding Agency |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |
| Proposed Funding | | | | | | | | | Notes |
| E&P (PA&ED) | | | | | | | | | |
| PS&E | | | | | | | | | |
| R/W SUP (CT) | | | | | | | | | |
| CON SUP (CT) | | | | | | | | | |
| R/W | | | | | | | | | |
| CON | | | | | | | | | |
| TOTAL | | | | | | | | | |

Memorandum

*Flax your power!
Be energy efficient!*

TO: ANNE MAYER
DISTRICT DIRECTOR

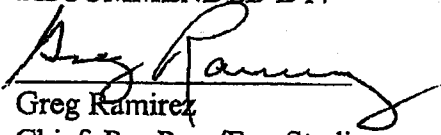
Date: April 4, 2005
File: 08-Riv-215
KP R52.01/R57.55
0E520K

FROM: GREG RAMIREZ
Chief
Pre-Programming/Engineering Studies

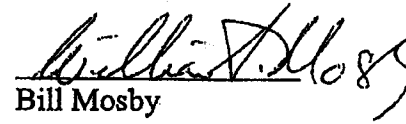
SUBJECT: Project Study Report/Project Development Support

It is recommended that the attached Project Study Report/Project Development Report be approved for the above referenced project.

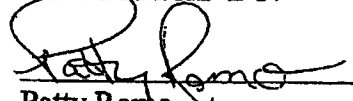
RECOMMENDED BY:


Greg Ramirez
Chief, Pre-Prog/Eng Studies

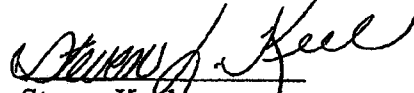
CONCURRED BY:


Bill Mosby
Deputy District Director
Planning

CONCURRED BY:


Patty Romo
Deputy District Director
Design

CONCURRED BY:


Steven Keel
Deputy District Director
Environmental Planning

Attachment / Enclosure [as required]

Project Study Report/Project Development Report