

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

341A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**

April 14, 2011

**SUBJECT:** Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the Interchange Improvement Project at Indian Truck Trail and Interstate 15

**RECOMMENDED MOTION:** That the Board approve and execute the attached Amendment 1 to the Construction Cooperative Agreement between Caltrans and the County of Riverside and authorize the Chairman to execute the same (Caltrans Agreement No. 08-1294 A/1).

**BACKGROUND:** On December 12, 2006, Item 3.32, the Board of Supervisors approved the Caltrans Construction Cooperative agreement, No. 08-1294 which outlined each agency's responsibility for the construction of the improvements at the I-15/Indian Truck Trail Interchange.

Juan C. Perez  
Director of Transportation

Departmental Concurrence

(Continued On Attached Page)

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

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

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

APPROVE

BY:   
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
DATE: 4-11-11  
BY: MARSHAL L. VICTOR

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

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, 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: April 26, 2011  
 xc: [unclear] to [unclear] Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

Prev. Agn. Ref. 12/12/2006 (3.32) | District: 1 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.45

The Honorable Board of Supervisors

RE: Amendment No. 1 to the Construction Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the Interchange Improvement Project at Indian Truck Trail and Interstate 15

April 14, 2011

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The improvements consist of widening the Indian Truck Trail undercrossing from 2 to 4 lanes, widening the exit ramps and northbound entrance ramp, and signaling the intersections at the ramps and the nearby Temescal Canyon Road/Indian Truck Trail intersection.

The purpose of this Amendment No. 1 is for the State to fund up to the maximum amount of \$1,000,000 in Proposition 1 B State-Local Partnership Program Bond Funds (SLPP) toward construction of the project.

This project will provide improved access and roadway operations to the surrounding community. Construction is expected to begin in the Summer of 2011.

Project No. B40501

Contract No. 06-09-020 A1  
Riverside Co. Transportation

08-Riv-15-KP 48.6/49.3  
(PM 30.2/30.6)  
Modify exist I-15/Indian Truck Trail  
and signalize intersections  
EA 0E4501  
District Agreement No. 8-1294 A/1  
Project Number 0800000086

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.

**AMENDMENT NO. 1 TO AGREEMENT**

THIS AMENDMENT NO. 1 TO AGREEMENT, ENTERED INTO EFFECTIVE ON May 9, 2011, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and the

COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to herein as "COUNTY."

**RECITALS**

1. The parties hereto entered into an Agreement No. 8-1294 on January 22, 2007 defining the terms and conditions of a project to construct State Highway improvements consisting of widening the existing Indian Truck Trail diamond interchange exit ramps and northbound entrance ramp, and signalize intersections at the ramps and nearby Temescal Canyon Road, referred to herein as "PROJECT," and would fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of construction activities will be borne by STATE.
2. The purpose of this Amendment No. 1 is for the STATE to fund up to the maximum amount of \$1,000,000 State-Local Partnership Program – Bond Funds (SLPP) toward construction capital in place of some of the COUNTY funds and for the COUNTY to fund the remainder of the costs of construction capital and support required for satisfactory completion of PROJECT construction, as shown on Exhibit A, dated March 3, 2011, attached to and made a part of this Amendment.

**IT IS THEREFORE MUTUALLY AGREED**

1. Under RECITAL of Agreement No. 8-1294, Article 2 is hereby amended in its entirety to read as follows:
  - "2. COUNTY desires to construct State Highway improvements consisting of widening the existing Indian Truck Trail diamond interchange exit ramps and

APR 26 2011 3,45

northbound entrance ramp, and signalize intersections at the ramps and nearby Temescal Canyon Road, referred to herein as "PROJECT," and STATE to fund up to the maximum amount of \$1,000,000 State-Local Partnership Program – Bond Funds (SLPP) toward construction capital in place of some of the COUNTY funds and COUNTY to fund remainder of the costs of construction capital and support required for satisfactory completion of PROJECT, as shown on Exhibit A, attached hereto and made a part of this Agreement, except for costs of STATE's quality assurance of construction activities will be borne by STATE."

2. Under SECTION I of Agreement No. 8-1294, Article 12 is hereby amended in its entirety to read as follows:

- "12. STATE to fund up to the maximum amount of \$1,000,000 State-Local Partnership Program – Bond Funds (SLPP) toward construction capital in place of some of the COUNTY funds and COUNTY to fund remainder of the costs of construction capital and support required for satisfactory completion of PROJECT estimated in the amount of \$6,300,000, including changes pursuant to contract change orders concurred with by STATE's representative and any material furnished by STATE, as shown on Exhibit A, attached to and made a part of this Agreement."

3. Under SECTION I of Agreement No. 8-1294, new Articles 20, 21, 22, and 23 are hereby added to read as follows:

- "20. COUNTY will submit to STATE monthly invoices for costs of the prior month's actual expenditures."

- "21. Upon completion of PROJECT and all work incidental thereto, to furnish STATE with a detailed statement of the portion of construction capital to be borne by STATE."

- "22. To submit a final report of expenditures to STATE within 180 days after completion and acceptance of the PROJECT construction contract by COUNTY."

- "23. To retain or cause to be retained for audit by STATE or other government auditors for a period of three (3) years from date of final payment, all records and accounts relating to construction of PROJECT."

4. Under SECTION II of Agreement No. 8-1294, new Articles 4 and 5 are hereby added to read as follows:

- "4. STATE to fund up to the amount of \$1,000,000 State-Local Partnership Program – Bond Funds toward PROJECT construction capital."

- "5. To make payment to COUNTY within thirty (30) days of receiving the invoice for the prior month's actual expenses. STATE's total obligation for said anticipated PROJECT costs shall not exceed the amount of \$1,000,000. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full

by COUNTY using local funds.”


5. Under SECTION III of Agreement No. 8-1294, new Article 28 is hereby added to read as follows:  
  
“28. The cost of any engineering support performed by STATE includes all direct and applicable indirect costs. STATE calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds are subject the current Program Functional Rate. Local funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and the Administration Rate are adjusted periodically.”
6. The new Exhibit A, dated March 3, 2011, is attached and made part of this Agreement.
7. All other terms and conditions of said Agreement shall remain in full force and effect.
8. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION


COUNTY OF RIVERSIDE


By:   
Raymond W. Wolfe, PhD  
District Director

By:   
Chairman, Board of Supervisors

**BOB BUSTER**


APPROVED AS TO FORM AND  
PROCEDURE:

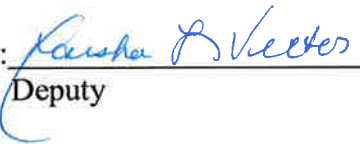
By:   
Kecia Harper-Ihem  
Clerk of the Board

By:   
Attorney,  
Department of Transportation

APPROVED AS TO FORM AND  
PROCEDURE:  
Pamela J. Walls  
County Counsel

CERTIFIED AS TO FUNDS:

By:   
Lisa Pacheco  
District Budget Manager

By:  4-11-11  
Deputy

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By:   
Accounting Administrator

**Exhibit A**

**Dated: March 3, 2011**

<b>PHASE</b>	<b>Fund Type</b>	<b>STATE Share</b>	<b>COUNTY's Share</b>
<b>Construction Capital</b>	<b>State-Local partnership Program -- Bond Funds</b>	<b>\$1,000,000</b>	<b>\$4,500,000</b>
<b>Construction Support</b>			<b>\$800,000</b>
<b>Total</b>		<b>\$1,000,000</b>	<b>\$5,300,000</b>