

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

178A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 19, 2012

SUBJECT: Amendment 1 to Cooperative Reimbursement Agreement No. 11-12-007 between the County of Riverside and the State of California Department of Transportation (Caltrans) for the development of a Project Initiation Document for the I-15/Limonite Avenue Interchange Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment 1 to the Cooperative/Reimbursement Agreement with Caltrans for the development of a Project Initiation Document (PID) for the I-15/Limonite Avenue Interchange project, and;
2. Authorize the Chairman of the Board to execute the same.

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:	2012/2013

SOURCE OF FUNDS:

There are no General Funds used on this project

Positions To Be
Deleted Per A-30

☐

Requires 4/5 Vote

☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, 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, Benoit and Ashley
Nays: None
Absent: None
Date: September 25, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By:

Deputy

Prev. Agn. Ref. 01/31/12 (3.22)

District: 2

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.51

The Honorable Board of Supervisors

RE: Amendment 1 to Cooperative Reimbursement Agreement No. 11-12-007 between the County of Riverside and the State of California Department of Transportation (Caltrans) for the development of a Project Initiation Document for the I-15/Limonite Avenue Interchange Improvement Project

August 19, 2012

Page 2 of 2

BACKGROUND: The proposed improvements to the I-15/Limonite interchange provides for a new overcrossing to accommodate six lanes of traffic along Limonite between Hamner Avenue and Wineville Avenue, two right turn lanes on the overcrossing, modification to the existing ramps and new loop on-ramps.

On January 31, 2012 the Board of Supervisors approved the Cooperative Reimbursement Agreement between the County and Caltrans to reimburse Caltrans for a not-to-exceed amount of \$60,000 for services performed to review and approve the Project Initiation Document (PID) for the I-15/Limonite Avenue Interchange. This study is a Caltrans requirement for any major project proposed on the State Highway. Due to the State financial constraints at that time, Caltrans could no longer provide the oversight to review and approve the document without reimbursement.

A recent change in law has enabled Caltrans to provide oversight at their cost during fiscal year 2012/2013. Therefore the Agreement is being amended to reflect Caltrans providing a final accounting through June 30, 2012, with the remaining funds to be refunded to the County. The County will not reimburse Caltrans for any work related to the PID after June 30, 2012.

Currently, the PID is nearly complete pending final Caltrans approval. It is anticipated that the document will be approved by the end of August, 2012.

Project No. A30393

CLERK'S COPY

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

08-RIV-15-47.75/49.1

EA: 0E150

District Agreement No. 08-1522 A/1

Project Number 0800020201

Contract No. 11-12-007-A1
Riverside Co. Transportation

AMENDMENT NO. 1 TO AGREEMENT 08-1522

THIS AMENDMENT No. 1 (AMENDMENT) , entered into and effective on
_____, is between the State of California, acting through
its Department of Transportation, referred to as CALTRANS, and

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

RECITALS

1. CALTRANS and COUNTY, collectively referred to as PARTNERS, entered into Agreement No. 08-1522, (AGREEMENT) on February 14, 2012, defining the terms and conditions for a project initiation document (PID) for improving the interchange at Interstate 15 / Limonite Avenue in the County of Riverside, referred to as PROJECT.
2. AGREEMENT established that COUNTY will develop the PID and will fund one hundred percent (100%) of the PID's cost and fees, including costs to reimburse CALTRANS.
3. Pursuant to a recent change in law, CALTRANS will not seek reimbursement for WORK it provides during the development of a PID during fiscal year 2012-13.
4. PARTNERS now seek to amend AGREEMENT to remove the need for COUNTY to reimburse CALTRANS for any WORK it will provide after June 30, 2012.

IT IS THEREFORE MUTUALLY AGREED:

1. Article Nos. 5 and 12 of the AGREEMENT are deleted in their entirety.
2. A new Article No. 12 is added to the AGREEMENT to read as follows:

After PARTNERS execute this AMENDMENT, CALTRANS will submit, within 120 days, a final accounting for all WORK it performed for PROJECT through June 30, 2012. Based on the final accounting, CALTRANS will refund excess collections or invoice as necessary in order to satisfy the financial commitment of COUNTY per Article 4 of AGREEMENT.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made part of the AGREEMENT.

SIGNATURES

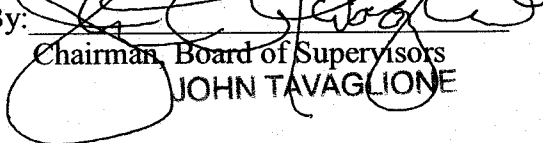
PARTNERS declare that:

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.

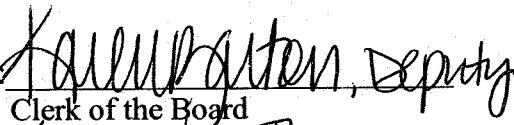
STATE OF CALIFORNIA
DEPARTMENT OF
TRANSPORTATION

COUNTY OF RIVERSIDE

By: _____
Basem E. Muallem, P.E.
District Director

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

By: _____
Lisa Pacheco
District Budget Manager

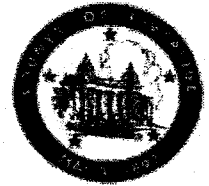
Attest: 
Clerk of the Board
Kecia Harper-Thom

APPROVED AS TO FORM AND
PROCEDURE:

By: 
COUNTY Counsel 9/11/12

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

601A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
January 19, 2012

SUBJECT: Cooperative Reimbursement Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the development of a Project Initiation Document for the I-15/Limonite Avenue Interchange Improvement Project

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative/Reimbursement Agreement with Caltrans for the development of a Project Initiation Document (PID) for the I-15/Limonite Avenue Interchange project, and;

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 60,000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Mira Loma Road and Bridge Benefit District (100%)

Positions To Be Deleted Per A-30 ☐

There are no General Funds used on this project

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

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: January 31, 2012
xc: Transp., Auditor, EO

Kecia Harper-Ihem
Clerk of the Board

By:
Deputy

Prev. Agn. Ref.

District: 2/2

Agenda Number:

3.22

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 1/17/12

Departmental Concurrence

Dept Rec ☐ Policy ☒
Per Exec. Ofc.: ☐ Consent ☒

The Honorable Board of Supervisors

RE: Cooperative Reimbursement Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the development of a Project Initiation Document for the I-15/Limonite Avenue Interchange Improvement Project

January 19, 2012

Page 2 of 2

2. Approve and direct the Auditor-Controller to make the budget adjustment as shown:

Increase Appropriations:

31640-3130500000-527980

Contracts

\$60,000.00

Use of Assigned Fund Balance:

31640-3130500000-322100

Reserve For Construction/Cap Proj \$60,000.00

BACKGROUND: In 2006, the Transportation Department made interim improvements to the I-15/Limonite Avenue Interchange through ramp widening and restriping of the Limonite overcrossing, due to increased growth and traffic in the newly incorporated cities of Eastvale and Jurupa. Following these improvements, the Transportation Department began the development of a project initiation study for a major expansion of the interchange. This study is a Caltrans requirement for any major project proposed on the State Highway. The proposed improvements to the I-15/Limonite interchange provides for a new overcrossing to accommodate 6 lanes of traffic along Limonite between Hamner Avenue and Wineville Avenue, 2 right turn lanes on the overcrossing, modification of the existing ramps and new loop on-ramps. These improvements are needed to alleviate traffic congestion.

The Project Initiation Study/Document (PID) is near completion, the State has adopted a practice that Caltrans can no longer provide the oversight to review and approve the document without reimbursement.

This Cooperative Agreement provides for the County Transportation Department to reimburse Caltrans for a not-to-exceed amount of \$60,000 for services performed to review and approve the PID for the I-15/Limonite Avenue interchange. Funding is coming from the Mira Loma Road and Bridge Benefit District out of development funds collected in the now Eastvale and Jurupa Valley area for this interchange which benefits both Cities.

The PID is scheduled to be approved in February 2012. After that we will be in a position to proceed with the full environmental document for the project.

Project No. A30393

Contract No. 11-12-007
Riverside Co. Transportation

08-RIV-15-47.75/ 49.1
EA: 0E150
District Agreement 08-1522
Project Number 0800020201

COOPERATIVE AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON February 14, 2012, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "CALTRANS," and the

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

RECITALS

CALTRANS and COUNTY collectively referred to herein as PARTIES, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) right of way.

1. COUNTY desires to develop a project initiation document (PID) for improving the interchange at Interstate-15/Limonite Avenue, County of Riverside, referred to herein as "PROJECT."
2. PARTIES acknowledge that this Agreement is only applicable for a project study report/project development support (PSR/PDS) PID.
3. California Government Code section 65086.5 mandates that CALTRANS review and approve all PIDs developed by entities other than CALTRANS.
4. 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.
5. CALTRANS will review and approve the PID prepared by COUNTY as reimbursed work; will provide relevant proprietary information in the form of existing data dumps, spreadsheets, and maps as reimbursed work; and will also actively participate in the project delivery team (PDT) meetings as reimbursed work.
6. PARTIES hereby set forth the terms, covenants and conditions of this Agreement, under which they will complete the PID.

AGREEMENT

1. 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.
2. COUNTY will complete the activities assigned to it on the Scope Summary - Exhibit A which is attached to and made a part of this Agreement by reference. CALTRANS will complete the activities that are assigned to it on the Scope Summary. Activities marked with "N/A" on the Scope Summary are not included within the scope of this Agreement.
3. 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.
4. COUNTY agrees to pay CALTRANS, an amount not to exceed \$60,000.00 for services as identified in Exhibit A.
5. The effort performed by CALTRANS, as stipulated in this agreement, will be reimbursed including all direct and applicable indirect costs.
6. PARTIES will not incur costs beyond the funding commitments established in this Agreement.
7. CALTRANS will provide COUNTY with relevant and readily available information in the form of data dumps, spreadsheets, and maps as reimbursed work; and will actively participate in the PDT meetings as reimbursed work.
8. CALTRANS will complete a review of the draft PID and provide its comments to the COUNTY within 30 working 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 30 calendar days from the date CALTRANS received the draft PID from COUNTY.
9. After the COUNTY revises the PID to address all of CALTRANS' comments and submits the PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the PID within 30 calendar days from the date CALTRANS received the draft PID from COUNTY. Should CALTRANS require supporting data necessary to defend facts or claims cited in the PID, COUNTY will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review.
10. CALTRANS will perform its review and approval in accordance with the provision of the current Project Development Procedures Manual. CALTRANS' review and approval does not involve any work necessary to actually develop or complete the PID, nor any

validation by verifying nor rechecking work performed by COUNTY or providing guidance to COUNTY. 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.

11. 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 PARTIES will amend this Agreement.
12. CALTRANS will submit monthly invoices to COUNTY, accompanied by reasonable descriptions of the services performed during the preceding month, the fees, and the related expenses.

COUNTY will pay invoices within forty-five (45) calendar days of receipt.

After PARTIES agree that all work is complete, CALTRANS will submit a final accounting of all costs with a not-to-exceed amount of \$60,000.00 per Section 4.

13. If any hazardous materials, pursuant to Health and Safety Code 25401.1, are found within PROJECT limits, COUNTY will notify CALTRANS within 24 hours of discovery.
14. PARTIES 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.
15. If hazardous materials are discovered within PROJECT limits, but outside of SHS right of way, it is the responsibility of COUNTY in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.
16. CALTRANS' acquisition or acceptance of title to any property on which any hazardous materials are found will proceed in accordance with CALTRANS' policy.
17. 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.
18. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind,

and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

19. 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 and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this agreement. It is understood and agreed that COUNTY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.
20. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the PARTIES hereto and no oral understanding or agreement not incorporated herein shall be binding on any PARTY(IES) hereto.
21. This Agreement will terminate 90 days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

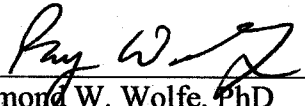
SIGNATURES ON FOLLOWING PAGE

SIGNATURES

PARTIES declare that:

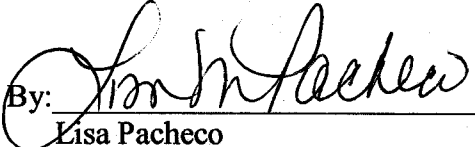
1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

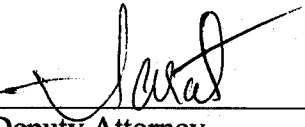
By: 
Raymond W. Wolfe, PhD
District Director

WAW
2/13/12

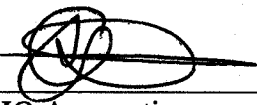
CERTIFIED AS TO FUNDS:

By: 
Lisa Pacheco
District Budget Manager

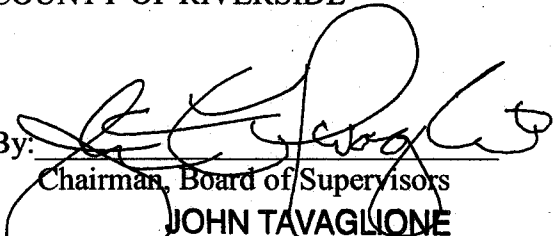
APPROVED AS TO FORM:

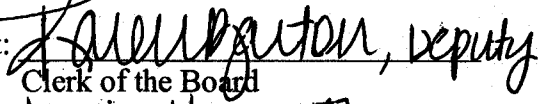
By: 
Deputy Attorney

APPROVED AS TO FINANCIAL TERMS:

By: 
HQ Accounting

COUNTY OF RIVERSIDE

By: 
Chairman, Board of Supervisors
JOHN TAVAGLIONE

Attest: 
Kacia Harper Inem
Clerk of the Board

APPROVED AS TO FORM AND
PROCEDURE:

By:  1/17/12
COUNTY Counsel

EXHIBIT A

SCOPE SUMMARY (PSR/PDS)

4	5	6	7	Description	CALTRANS	COUNTY	N/A
0	100			PROJECT MANAGEMENT FOR DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]		X	
		05		QUALITY MANAGEMENT PLAN		X	
		10		RISK MANAGEMENT PLAN		X	
		15		COMMUNICATION PLAN		X	
		20		PROJECT DEVELOPMENT TEAM MTGS		X	
		30		CO-OP AGREEMENT FOR PSR-PDS REIMBURSEMENT	X		
		40		CO-OP AGREEMENT FOR PA&ED PHASE	X		
1	150			DEVELOP PROJECT INITIATION DOCUMENT [PSR-PDS]		X	
		05		TRANSPORTATION PROBLEM DEFINITION AND SITE ASSESSMENT		X	
			05	PROVISION OF EXISTING REPORTS, DATA, STUDIES AND MAPPING		X	
			10	PROVISION OF EXISTING GEOLOGICAL INFORMATION		X	
			15	PROVISION OF EXISTING UTILITY INFORMATION		X	
			20	PROVISION OF ENVIRONMENTAL CONSTRAINTS INFORMATION		X	
			25	PROVISION OF EXISTING TRAFFIC FORECASTS/MODELING		X	
			30	PROVISION OF EXISTING SURVEYS AND MAPS		X	
			35	PROBLEM DEFINITION (GET & DOCUMENT CONSENSUS ON P&N STATEMENT)		X	
			45	AS-BUILT CENTERLINE AND EXISTING RIGHT OF WAY			X
			50	DISTRICT GEOTECHNICAL INFORMATION SCAN			X
			90	INDEPENDENT QUALITY ASSURANCE (IQA) PROCESS	X		
		10		INITIAL ALTERNATIVES DEVELOPMENT (PSR-PDS – DEVELOP ALTERNATIVES)		X	
			05	PUBLIC/LOCAL AGENCY INPUT (PSR-PDS)		X	
		15		ALTERNATIVES ANALYSIS		X	
			05	RIGHT OF WAY ASSESSMENT		X	
			10	UTILITY ASSESSMENT		X	
			15	RAILROAD INVOLVEMENT AND ASSESSMENT		X	
			25	PRELIMINARY MATERIALS REPORT (PSR-PDS PRELIMINARY MATERIALS INFORMATION)		X	
			35	MULTIMODAL CONSIDERATIONS (SEE PRE-PID SCOPING CHECKLIST)		X	
			40	HYDRAULIC ASSESSMENT		X	
			50	TRAFFIC STUDIES (PSR-PDS – PRELIMINARY TRAFFIC ENGINEERING ASSESSMENT)		X	
			55	CONSTRUCTION ESTIMATES (PSR-PDS)		X	
		20		PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT		X	
			05	INITIAL NOISE STUDY (PSR-PDS – EXISTING NOISE INFORMATION)		X	

		10	HAZARDOUS WASTE INITIAL SITE ASSESSMENT (PSR-PDS – EXISTING HAZARDOUS WASTE INFORMATION)		X	
		15	SCENIC RESOURCE AND LANDSCAPE ARCHITECTURE REVIEW (PSR-PDS – EXISTING SCENIC RESOURCE AND LANDSCAPE INFORMATION)		X	
		30	INITIAL RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES (PSR-PDS – EXISTING RECORDS & LITERATURE SEARCH FOR CULTURAL RESOURCES)		X	
		50	INITIAL FLOODPLAIN STUDY (PSR-PDS – EXISTING FLOODPLAIN STUDY)		X	
		60	PRELIMINARY PEAR PREPARATION (PSR-PDS)		X	
		65	INITIAL PALEONTOLOGY STUDY (PSR-PDS – EXISTING PALEONTOLOGY)		X	
	25		APPROVE PID [PSR – PDS]	X		
		05	DRAFT PID (PSR-PDS – COMPLETE PID)		X	
		20	PID CIRCULATION REVIEW AND APPROVAL (PSR-PDS)	X		
		25	STORM WATER DATA		X	
	35		REQUIRED RIGHT OF ENTRY DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
	40		PERMIT IDENTIFICATION DURING PROJECT INITIATION DOCUMENTS DEVELOPMENT		X	
	45		BASE MAPS FOR PSR-PDS		X	

