

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



621

FROM: TLMA – Transportation Department

SUBMITTAL DATE:
November 14, 2013

SUBJECT: Cooperative Agreement between the County of Riverside, the City of Menifee, and the City of Murrieta for the Scott Road/Interstate 215 Interchange Improvement Project, 3rd/3rd District, [\$0]

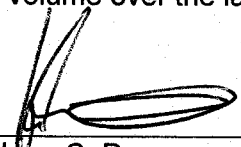
RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Cooperative Agreement between the County of Riverside, the City of Menifee, and the City of Murrieta; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

The proposed project consists of widening Scott Road from west of Haun Road to east of Antelope Road, replacing the existing Scott Road overcrossing bridge at Interstate 215 (I-215), reconfiguring the on and off ramps, and adding freeway auxiliary lanes. This project will improve travel through the I-215/Scott Road interchange and ease congestion caused by the growth in traffic volume over the last decade.



Juan C. Perez
Director of Transportation and Land Management

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

SOURCE OF FUNDS:
There are no General Funds used in this project.

Budget Adjustment: No
For Fiscal Year: 2013-2014

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 Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.


Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 10, 2013
xc: Transp

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

Prev. Agn. Ref.: 10/18/05, Item 3-61;
10/27/09, Item 3-47; 6/17/12, Item 3-48; 9/25/12, Item 3-54

District: 3/3 Agenda Number:

3-33

FORM APPROVED COUNTY COUNSEL
BY: 
MARSHA L. VICTOR
DATE: 11/24/13
Departmental Concurrence

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

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

FORM 11: Cooperative Agreement between the County of Riverside, the City of Menifee, and the City of Murrieta for the Scott Road/Interstate 215 Interchange Improvement Project, 3rd/3rd District, [\$0]

DATE: November 14, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On October 18, 2005 (Item 3-61), the County entered into a Project Development Cooperative Agreement with the California State Department of Transportation (Caltrans) for preparation of environmental and design documents. On October 27, 2009 (Item 3-47), the Board of Supervisors (Board) approved Amendment 1 to the Project Development Cooperative Agreement, extending the termination date from December 31, 2009 to December 31, 2012. The project environmental document was approved on December 2, 2010. Amendment 2 was approved on September 25, 2012 (Item 3-54), which revised the agreement to reflect the current Caltrans practice to terminate the agreement upon completion of the project and adjusted the project limits on I-215 to reflect the current design.

Project design is nearly complete and funding is available to complete right-of-way acquisitions, setting the stage for construction. A cooperative agreement is required in order for the County to acquire property for the project on behalf of the cities of Menifee and Murrieta, in which the improvements reside. The attached cooperative agreement identifies the County as the lead agency to perform right-of-way activities including appraisals, negotiations, acquisition, relocation, and use of eminent domain if necessary. Given the County's history in starting this project prior to Menifee's incorporation, our service as the lead agency on the environmental and design phase, and our extensive experience in successfully delivering interchange projects, it would be beneficial for the County to continue as the lead agency with the right-of-way acquisition and construction phases.

Impact on Residents and Businesses

The project will greatly improve traffic flow along Scott Road between Haun Road and Antelope Road. The I-215 on-ramps and off-ramps will operate much more efficiently and improve traffic flow on the freeway in the area of the Scott Road/I-215 interchange. Congestion and travel times will be reduced, improving the quality of life and enhancing safety for the area residents and business owners.

SUPPLEMENTAL:

Additional Fiscal Information

Currently, a portion of the construction phase of the project is unfunded as shown on Exhibit D of the agreement. The County and cities will continue to work jointly to identify full project funding; however, this agreement does not include any financial obligations to the County beyond the currently approved project budget. Recently, the County, in cooperation with the cities, applied for additional funding through the Riverside County Transportation Commission's Call for Projects.

Contract History and Price Reasonableness

N/A

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COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF MENIFEE

AND

CITY OF MURRIETA

FOR

SCOTT ROAD/INTERSTATE 215 INTERCHANGE IMPROVEMENTS

This Agreement is entered into this 2nd day of October, 2013, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Menifee (hereinafter "MENIFEE"), and the City of Murrieta (hereinafter "MURRIETA"), for the provision of certain activities related to Interchange improvements located at the intersection of Scott Road and Interstate 215 (I-215) currently located within the jurisdictional boundaries of MENIFEE and MURRIETA.

RECITALS

- A. The COUNTY Transportation Improvement Program (TIP) provides for improvements to the existing interchange located at the intersection of Scott Road and Interstate 215 (hereinafter "PROJECT"), as shown on Exhibit "A", which is located within the jurisdictional boundaries of the City of Menifee and the City of Murrieta.
- B. On June 14, 2005, the COUNTY executed an agreement with the firm of Dokken Engineering to provide engineering and environmental services necessary to construct the proposed improvements at the Scott Road/Interstate 215 interchange.
- C. On October 3, 2006, the COUNTY and MURRIETA entered into the Scott/I-215 Memorandum of Understanding regarding funding of interchange improvements attached hereto as Exhibit "B".
- D. The Environmental Document for the PROJECT was approved on December 2, 2010.
- E. The COUNTY entered into a Project Development Cooperative Agreement with The State of California acting

1 through the Department of Transportation (STATE) that provided the terms and conditions under which the
2 COUNTY, as lead agency, would be allowed to environmentally clear and design PROJECT improvements.
3 The cooperative agreement and amendment extending the contract termination date between STATE and the
4 COUNTY is shown in Exhibit "C".

5 F. The COUNTY, MENIFEE and MURRIETA desire to continue developing the PROJECT in cooperation with
6 STATE to alleviate congestion and improve traffic operations at the Scott Road and I-215 Interchange. The
7 proposed project includes reconstructing the bridge over the I-215, modifying the ramps, constructing retaining
8 walls, widening Scott Road, and adding auxiliary lanes on Interstate 215 to improve traffic merging within the
9 interchange area.

10 G. The current County Transportation Improvement Program (2012/2013 TIP, as approved by the Riverside
11 County Board of Supervisors, September 25, 2012) identifies funding from various sources as shown in Exhibit
12 'D'. Available funds include the Scott – Road and Bridge Benefit District (RBBB), Scott Road Community
13 Facilities District (CFD) and Developer Contributions. Currently these funds are being used to complete the
14 Environmental, and Design phases of the project. Should the available funds be insufficient to complete PS&E,
15 additional funding will need to be identified as described in Section 4.4 of this Agreement.

16 H. The COUNTY, MENIFEE and MURRIETA desire to have the COUNTY maintain responsibility as Lead Agency
17 for the overall development of the Environmental, Design and Right-of-Way acquisition phases of the
18 PROJECT. The Construction phase will be implemented under separate agreement. The COUNTY has
19 extensive experience in the development and implementation of interchange projects involving Federal and
20 State agencies. Keeping the COUNTY as the lead will facilitate continuity in the development and
21 implementation of the PROJECT. The COUNTY will therefore provide the administrative, technical, managerial
22 and support services necessary to complete the development of the PROJECT.

23 I. The COUNTY, MENIFEE and MURRIETA desire to define herein the terms and conditions under which said
24 project is to be administered, engineered, coordinated, managed, constructed, maintained, and financed.

25 J. California Government Code Section 6502 provides that "[i]f authorized by their legislative or governing bodies,
26 two or more public agencies by agreement may jointly exercise any power common to the contracting parties".

- 1 K. California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may enter
- 2 into an agreement for the joint exercise of their respective powers of eminent domain, whether or not possessed
- 3 in common, for acquisition of property as a single parcel".
- 4 L. The COUNTY, MENIFEE and MURRIETA desire to designate the COUNTY as lead agency to perform right-
- 5 of-way activities required to acquire necessary right-of-way for the PROJECT, including eminent domain on
- 6 behalf of MENIFEE and MURRIETA.

AGREEMENT

9 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

11 **SECTION 1 • COUNTY AGREES:**

- 12 1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and
- 13 secure all necessary construction permits from the regulatory agencies. The COUNTY will seek PS&E approval
- 14 from the STATE and the Federal Highway Administration.
- 15 2. To invoice MENIFEE periodically, but not more frequently than monthly, for reimbursement of PROJECT costs.
- 16 3. To perform right-of-way activities required to acquire necessary right-of-way for the PROJECT including
- 17 appraisals, acquisition, relocation and condemnation, if necessary.
- 18 4. To coordinate utility relocations for the PROJECT, if necessary.
- 19 5. To deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-
- 20 Way manuals, procedures, and guidelines, including all relevant provisions of the Project Development
- 21 Cooperative Agreement between STATE and the COUNTY as shown in Exhibit "C", attached hereto and
- 22 incorporated by this reference.
- 23 6. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
- 24 Government Code Section 6502 and California Code of Civil Procedure 1240.140, and to thereby agree and
- 25 accept the authorization for the COUNTY to act as lead agency for condemnation of properties within the cities
- 26 of MENIFEE and MURRIETA, should it become necessary.

- 1 7. To prepare certain right-of-way documents in compliance with all applicable State and Federal laws and
2 regulations. Documents to be prepared by COUNTY include but are not limited to Legal Descriptions, Plats,
3 Right-of-way Maps and Appraisals.
- 4 8. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond
5 the funds available as shown in Exhibit "D", attached hereto and incorporated by this reference, or shall be
6 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue
7 with the PROJECT, if funds are no longer available.
- 8 9. To furnish MENIFEE and MURRIETA one complete set each of full-sized film positive reproducible as-built
9 plans and all contract records, including survey documents, within three hundred and sixty-five (365) days
10 following the completion and acceptance of the PROJECT construction contract.
- 11 10. To provide MENIFEE and MURRIETA upon completion and acceptance of the PROJECT, a full accounting of
12 project funding costs.

13
14 **SECTION 2 • MENIFEE AGREES:**

- 15 1. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
16 Government Code Section 6502 and California Code of Civil Procedure 1240.140 and to thereby authorize the
17 COUNTY to act as lead agency for condemnation of properties within the City of MENIFEE, should it become
18 necessary; and to cooperate as requested by COUNTY or required by law in exercising said power.
- 19 2. To pay the COUNTY within 45 days of receipt of all invoices submitted by COUNTY for PROJECT costs beyond
20 the available funding identified in Exhibit D.
- 21 3. MENIFEE agrees to eliminate access from Bailey Park Road to Scott Road and construct an alternate access
22 to Zeiders Road prior to Advertisement of the PROJECT for construction. This work is a separate project to be
23 wholly developed, implemented and funded by MENIFEE or its designee. To provide at no cost to the
24 PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals
25 by COUNTY, and to cooperate in timely processing of the PROJECT.
- 26 4. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY or

1 COUNTY's consultants or contractors, an encroachment permit authorizing entry onto MENIFEE's right-of-way
2 to perform construction, survey and other investigative activities required for preparation of Environmental, and
3 PS&E for the PROJECT.

4 5. To enter into an agreement, as required by STATE, for the division of maintenance responsibilities of the
5 PROJECT improvements.

6

7 **SECTION 3 • MURRIETA AGREES:**

8 1. To pass a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California
9 Government Code Section 6502 and California Code of Civil Procedure 1240.140 and to thereby authorize the
10 COUNTY to act as lead agency for condemnation of properties within the City of MURRIETA, should it become
11 necessary; and to cooperate as requested by COUNTY or required by law in exercising said power..

12 2. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,
13 as appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.

14 3. To issue, at no cost to the COUNTY or its consultants and contractors, upon proper application by the COUNTY
15 or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto MURRIETA's
16 right-of-way to perform construction, survey and other investigative activities required for preparation of the
17 Environmental and PS&E for the PROJECT.

18 4. To enter into an agreement, as required by STATE, for the division of maintenance responsibilities of the
19 PROJECT improvements.

20

21 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

22 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.

23 2. The total cost to complete the PROJECT as shown in Exhibit D including project administration, management,
24 design completion and approval, right-of-way, environmental, construction, and utilities is estimated to be
25 \$49,400,000.

26 3. The COUNTY, MENIFEE and MURRIETA acknowledge and agree that the current available funding identified

1 in Exhibit "D" will not cover the cost of the PROJECT and will require additional funds.

2 4. The COUNTY, MENIFEE and MURRIETA acknowledge and agree to meet and confer and collectively work to
3 identify adequate funding for PROJECT.

4 5. MENIFEE agrees to budget for PROJECT at the start of each fiscal year for the life of the PROJECT. If
5 adequate funding is not identified, the COUNTY is not obligated to continue work on the PROJECT and may
6 terminate this Agreement upon 90 days written notice.

7 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
8 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will be
9 necessary to transfer ownership.

10 7. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT.

11 8. In the event that the COUNTY or MURRIETA defaults in the performance of any of its obligations under this
12 Agreement or materially breaches any of the provisions of this Agreement, MENIFEE shall have the option to
13 terminate this Agreement upon 90 days written notice to COUNTY.

14 9. In the event that MENIFEE or MURRIETA defaults in the performance of any of its obligations under this
15 Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option
16 to terminate this Agreement upon 90 days written notice to MENIFEE and MURRIETA.

17 10. In the event that the COUNTY or MENIFEE defaults in the performance of any of its obligations under this
18 Agreement or materially breaches any of the provisions of this Agreement, MURRIETA shall have the option to
19 terminate this Agreement upon 90 days written notice to COUNTY.

20 11. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition
21 to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.

22 12. Neither MENIFEE and MURRIETA nor any officer or employee thereof shall be responsible for any damage or
23 liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with
24 any work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that
25 pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold MENIFEE and
26 MURRIETA harmless from any liability imposed for injury (as defined by Government Code Section 810.8)

1 occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any
2 work, authority or jurisdiction delegated to the COUNTY under this Agreement.

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

10 14. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties
11 not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any
12 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

13 15. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended by
14 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
15 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null
16 and void.

17 16. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
18 parties and no oral understanding or agreement not incorporated herein shall be binding on all parties hereto.

19 17. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.
20 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,
21 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement and
22 shall not affect the remainder of the Agreement, which shall continue in full force and effect.

23 18. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

24 19. The COUNTY, MENIFEE and MURRIETA shall retain or cause to be retained for audit for a period of three (3)
25 years from the date of final payment, all records and accounts relating to the PROJECT.

26 20. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable

1 party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to
2 the addresses set forth below, or at such other address as the respective parties may provide in writing for this
3 purpose:

4

COUNTY

Director of Transportation

County of Riverside • Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

MENIFEE

City Engineer

City of MENIFEE

29714 Haun Road

Menifee, CA 92586

MURRIETA

City Engineer

City of MURRIETA

1 Town Square


Murrieta, CA 92562

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

APPROVALS

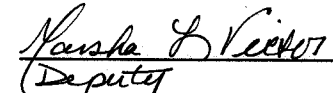
COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 11/13/13
JUAN C. PEREZ

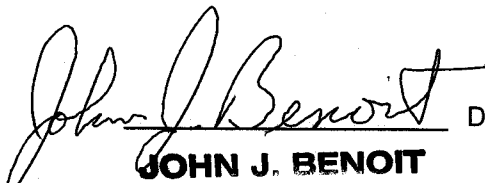
Director of Transportation

APPROVED AS TO FORM:

 Dated: 11/21/13
Deputy
PAMELA J. WALLS

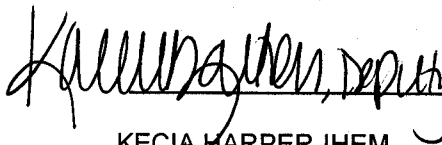
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: DEC 10 2013
JOHN J. BENOIT

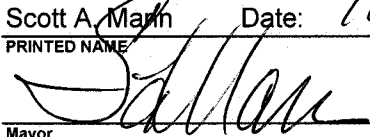
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

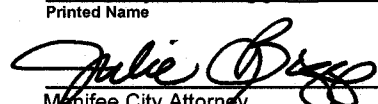
 Dated: DEC 10 2013
KECIA HARPER-IHEM
Clerk of the Board of Supervisors (SEAL)

CITY OF MENIFEE Approvals


APPROVED BY:

Scott A. Mann Date: 10/7/13
PRINTED NAME

Mayor

Approved as to form:

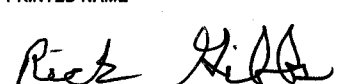
Julie Hayward Biggs Date: 10/8/13
Printed Name

Menifee City Attorney

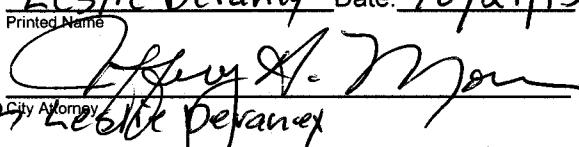
Attest:

Kathy Bennett Date: 10/2/13
Printed Name

City Clerk

CITY OF MURRIETA 10/15/13

APPROVED BY:

RICK GIBBS Date: 10/16/13
PRINTED NAME

Mayor

Leslie Deraney Date: 10/21/13
Printed Name

City Attorney
for Leslie Deraney

ATTEST:

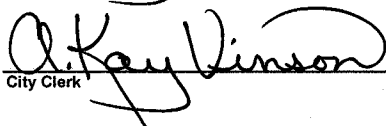
_____ Date: 10/22/13
A. Kay Vinson
PRINTED NAME

City Clerk

EXHIBIT A
PROJECT LOCATION

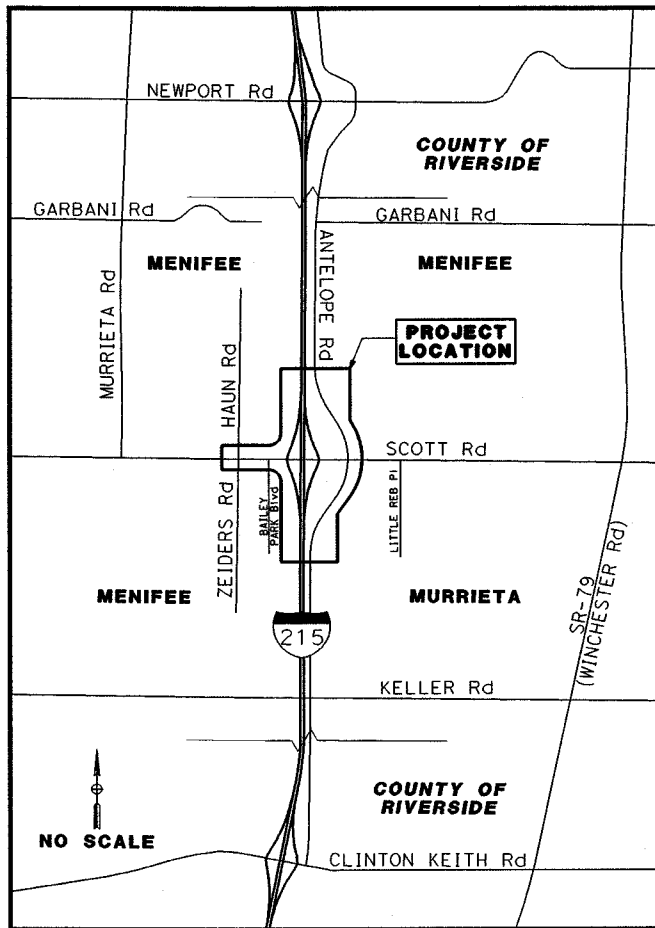


EXHIBIT B

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MURRIETA AND THE COUNTY OF
RIVERSIDE**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
MURRIETA AND THE COUNTY OF RIVERSIDE FUNDING THE SCOTT
ROAD/I-215 INTERCHANGE IMPROVEMENT PROJECTS**

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU"), is made and entered into this 15th day of August, 2006, by and between the COUNTY OF RIVERSIDE (herein "County") and the CITY OF MURRIETA (herein "City").

RECITALS

1. County intends to construct the Scott Road/I-215 Interchange Improvement Project, (the "Project") installing signals and performing ramp widening as an interim improvement to the future interchange at a total of construction cost of \$2,272,680.
2. City has agreed to contribute twenty-five percent (25%) of the funding for that portion of the Project within the corporate boundaries of the City.
3. Of the total construction cost, approximately \$250,000 pertains to the signal improvements at Haun and Scott Road, which is within the jurisdiction of the County. The remaining construction cost in which the City will participate is \$2,022,680.00.
4. City has collected funds for the interchange improvements from the imposition of development impact fees; although said collections are currently insufficient to completely fund the City's portion.
5. The Parties wish to enter into this Memorandum of Understanding memorializing the City's agreement to participate in the funding of the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, covenants, conditions, and agreements set forth herein below, the County and the City agree as follows:

- A. The City agrees to pay to County twenty-five percent (25%) of the funding of the project, excluding design and inspection/contract management costs, in the total amount of \$505,000.
- B. City agrees to forward to the County \$100,000.00 (one hundred thousand dollars) within thirty (30) days of the date of the execution of this Agreement.

- C. County agrees to invoice City and City agrees to pay \$50,000.00 (fifty thousand dollars) on a quarter-yearly basis, first payment to be made on October 1, 2006.
- D. City will construct the interim intersection improvements of Scott Road and Antelope Road at no cost to the County.
- E. City's sole participation in the Project shall be limited to the contribution funds.
- F. City's contribution funds in the total amount of \$505,000 is the City's full obligation for the project.
- G. Contributions from the City will not be required for any future ultimate interchange improvements as those improvements will be fully funded by a developer Community Facilities District.
- H. County is lead agency on the project and shall prepare and obtain all environmental assessments, approvals and permits as required to proceed.
- I. It shall be the intention of both the County and the City to complete the above projects as expeditiously as possible.
- J. Each party hereto represents and warrants that it has full power to enter into this Agreement, and that the individual executing this Agreement on its behalf is fully empowered to bind it and fully authorized to enter this Agreement.
- K. Each party represents and warrants that it is not assigned, encumbered or in any matter transferred all or any portions of the claims, causes or actions or other matters released by it herein.
- L. Each party hereto acknowledges and agrees that the warranties and representations made by each party in this paragraph are each and essential a material term of this Agreement, without which the consideration herein would have been given by any of them.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date herein above set forth.

COUNTY OF RIVERSIDE

CITY OF MURRIETA

Bob Buster

Chairperson, Riverside County
Board of Supervisors
Bob Buster

Rob Dwyer

Mayor, City of Murrieta

ATTEST: -----

Nancy Romero,
Clerk of the Board

ATTEST:

Nancy Romero
Deputy

A. Kay Vinson
City Clerk

APPROVED AS TO FORM:

Joe S. Rank, County Counsel

John H. ...
City Attorney

FORM APPROVED COUNTY COUNSEL

SEP 20 2006

BY JK (initials)

EXHIBIT C

PROJECT DEVELOPMENT COOPERATIVE AGREEMENT AND AMENDMENT

BETWEEN STATE AND COUNTY

CLERK'S COPY

10-18-05 3.61

Contract No. 05-09-007
Riverside Co. Transportation

08-Riv-215-KP R24.62/25.27
(PM R15.3/15.7)
Reconstruct Scott Road IC
In Riverside County north of the
City of Murrieta
08303-0A0200
District Agreement 8-1263

COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on March 7, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE", and

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

RECITALS

1. STATE and COUNTY, pursuant to Streets and Highways Code Section 130, are authorized to enter into a Cooperative Agreement for improvements to State highways within the County of Riverside.
2. COUNTY desires State highway improvements consisting of the reconstruction of the interchange overcrossing and ramps on Route 215 at Scott Road, north of Murrieta, in Riverside County, referred to herein as "PROJECT", and is willing to fund one hundred percent (100%) of all capital outlay and staffing costs, except for costs of STATE's quality assurance of environmental, design and right of way activities.
3. STATE's funds will not be used to finance any of the capital and support costs for PROJECT.
4. This Agreement supersedes any prior Memorandum of Understanding (MOU) relating to PROJECT.
5. Construction of PROJECT will be the subject of a separate future Agreement.
6. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be developed, designed, and financed.

ORIGINAL

OCT 18 2005 3.61

SECTION I

COUNTY AGREES:

1. To fund one hundred percent (100%) of all preliminary and design engineering costs, including, but not limited to, costs incurred for the preparation of contract documents, advertising for bids, and for awarding the construction contract for PROJECT.
2. To have a Project Report (PR), including all necessary environmental documentation (ED), and detailed Plans, Specifications, and Estimate (PS&E) prepared, at no cost to STATE, and to submit each to STATE for STATE's review and concurrence at appropriate stages of development. The PR, and the final plans and specifications for PROJECT shall be signed by a Civil Engineer registered in the State of California.
3. To permit STATE to monitor and participate in the selection of personnel who will prepare the PR, conduct environmental studies and obtain approval for PROJECT, prepare the PS&E, and provide the right of way engineering services, and to permit STATE to oversee the performance of right of way activities. COUNTY agrees to consider any request by STATE to discontinue the services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform in accordance with the scope of work and/or other pertinent criteria.
4. Personnel who prepare the PS&E and right of way maps shall be made available to STATE, at no cost to STATE, through completion of construction of PROJECT to discuss problems which may arise during construction and/or to make design revisions for contract change orders.
5. To not use funds from STATE for any capital and support costs for PROJECT.
6. To make written application to STATE for necessary encroachment permits authorizing entry of COUNTY onto the State highway right of way to perform surveying and other investigative activities required for preparation of the PR, ED, and/or PS&E. Said encroachment permits will be at no cost to COUNTY.
7. To identify and locate all utility facilities within the area of PROJECT as part of the design responsibility for PROJECT. All utility facilities not relocated or removed in advance of construction shall be identified on the PS&E for PROJECT.
8. To identify and locate all high and low risk underground facilities within the area of PROJECT and to protect or otherwise provide for such facilities, all in accordance with STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way". COUNTY hereby acknowledges receipt of STATE's "Policy on High and Low Risk Underground Facilities Within Highway Rights of Way".

9. If any existing public and/or private utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal in accordance with STATE's policy and procedure for those facilities located within the limits of work included in the improvement to the State highway and in accordance with COUNTY's policy for those facilities which are or will be located outside of the limits of the State highway. The total costs to PROJECT of such protection, relocation, or removal within the present or future State highway right of way shall be determined in accordance with STATE's policies and procedures.
10. To furnish evidence to STATE, in a form acceptable to STATE, that arrangements have been made for the protection, relocation, or removal of all conflicting facilities within the State highway right of way and that such work will be completed prior to the award of the contract to construct PROJECT or as covered in the PS&E for said contract. This evidence shall include a reference to all required State highway encroachment permits.
11. COUNTY shall require any utility owner and/or its contractor performing the protection or relocation work within the State highway right of way to obtain an encroachment permit from STATE prior to the performance of said work.
12. To acquire and furnish all right of way, if any, outside of the existing State highway right of way and to perform all right of way activities, including all eminent domain activities, if necessary, at no cost to STATE, and in accordance with procedures acceptable to STATE. These activities shall comply with all applicable State and Federal laws and regulations, subject to STATE's quality assurance to insure that the completed work is acceptable for incorporation into the State highway right of way.
13. To utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by COUNTY.
14. To have all necessary Right of Way Maps and Documents used to acquire right of way by COUNTY, prepared by or under the direction of a person authorized to practice land surveying in the State of California. Each Right of Way Map and Document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in "Responsible Charge of Work".
15. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.

16. To deliver to STATE legal title to the right of way, including access rights, free and clear of all encumbrances detrimental to STATE's present and future uses not later than the date of acceptance by STATE of maintenance and operation of the highway facility. Acceptance of said title by STATE is subject to a review of a Policy of Title Insurance in the name of the State of California to be provided and paid for by COUNTY.
17. To submit to STATE for review and acceptance all Right of Way Engineering Hard Copies and Right of Way Appraisal Maps with appurtenant back-up and reference data prior to preparation of legal descriptions and acquisition documents.
18. To prepare Right of Way Engineering Hard Copies, Right of Way Appraisal Maps, Record of Surveys, and Right of Way Record Maps in accordance with the State of California Right of Way Manual, Chapter 6 - Right of Way Engineering, the State of California Drafting and Plans Manual, the State of California Surveys Manual Chapter 10, applicable State laws, and other pertinent reference material and examples as provided by STATE.
19. To provide, at no cost to STATE, survey and mapping services necessary to perpetuate existing land net and alignment monumentation in accordance with Sections 8771 and 8765 of the Business and Professions Code; and to permanently monument the location of all roadway alignments, realignments, and right of way acquisitions. All of the above are to be shown on an appropriate map filed with the County Surveyor. COUNTY shall deliver one copy of any field notes, filed Corner Records, and the Record of Survey required for execution of the above obligation, to STATE's District 8 Survey Branch.
20. Personnel who prepare right of way maps, documents, and related materials shall be made available to STATE, at no cost to STATE, during and after construction of PROJECT until completion and acceptance by STATE of Right of Way Record Maps and Records of Surveys.
21. To be responsible, at COUNTY's expense, for the investigation of potential hazardous material sites within and outside of the existing State highway right of way that would impact PROJECT as part of the responsibility for the ED for PROJECT. If COUNTY encounters hazardous material or contamination within the existing State highway right of way during said investigation, COUNTY shall immediately notify STATE and responsible control agencies of such discovery.
22. If COUNTY desires to have STATE advertise, award, and administer the construction contract for PROJECT, COUNTY shall provide STATE a complete set of electronically signed plans (with the Engineer's electronic signature and seal), all plans on a CD ROM (MicroStation .dgn file, version 5.0 or later up through version 7.0, and plot files [I files using Bentley Iplot plotting software]) in compliance with STATE's current CADD Users Manual and Plans Preparation Manual. STATE reserves the right to make minor modifications to the plans and STATE shall provide COUNTY advance notice of any such modifications. Reimbursement to STATE for costs incurred by

STATE to advertise, award, and administer the construction contract for PROJECT will be covered in the separate Cooperative Agreement referred to in Article 12 of Section III of this Agreement.

23. To obtain, at COUNTY's expense, all necessary permits and/or agreements from appropriate regulatory agencies. All mitigation, monitoring, and/or remedial action required by said permits shall constitute parts of the cost of PROJECT.
24. All aerial photography and photogrammetric mapping shall conform to STATE's latest standards.
25. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, survey documents to be furnished are three sets of contract prints, with one set showing control, a complete photo index--two prints and a copy of the negative, and the original aerial photography negative.
26. STATE's quality assurance activities referred to in Article I of Section II of this Agreement does not include performance of any engineering services required for PROJECT. These services are to be performed by COUNTY. If COUNTY requests STATE to perform any of these services, COUNTY shall reimburse STATE for such services. An Amendment to this Agreement authorizing STATE's performance of such services will be required prior to performance of any engineering work by STATE.

SECTION II

STATE AGREES:

1. At no cost to COUNTY, to provide quality assurance activities of all work on PROJECT done by COUNTY, including, but not limited to, investigation of potential hazardous material sites and all right of way activities undertaken by COUNTY or its designee, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
2. Upon proper application by COUNTY, to issue, at no cost to COUNTY, an encroachment permit to COUNTY authorizing entry onto the State highway right of way to perform survey and other investigative activities required for preparation of the PR, ED, and/or PS&E. If COUNTY uses consultants rather than its own staff to perform required work, the consultants will also be required to obtain a separate encroachment permit. These permits will be issued at no cost upon proper application by the consultants.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature in the annual State Budget Act to STATE for the purposes of fulfilling STATE's obligations herein.
2. The parties hereto will carry out PROJECT in accordance with the Scope of Work, attached and made a part of the Agreement, which outlines the specific responsibilities of the parties hereto. The attached Scope of Work may be modified in writing in the future to reflect changes in the responsibilities of the respective parties. Such modifications shall be concurred with by COUNTY's Director of Public Works or other official designated by COUNTY and STATE's District Director for District 8 and become a part of this Agreement after execution of the amending document by the respective officials of the parties.
3. The Project Study Report/Project Development Study (PSR/PDS) for PROJECT, approved on April 28, 2002, is by this reference, made an express part of this Agreement.
4. The basic design features (as defined in Attachment 3 of the Scope of Work for PROJECT) shall comply with those addressed in the approved PSR/PDS, unless modified as required for environmental clearance and/or FHWA approval of PROJECT.
5. The design, right of way acquisition, and preparation of environmental documents for PROJECT shall be performed in accordance with STATE's standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be approved by STATE via the processes outlined in STATE's Highway Design Manual and appropriate memorandums and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards". STATE shall consult with COUNTY in a timely manner regarding effect of proposed and/or required changes on PROJECT.
6. Any hazardous material or contamination of an HM-1 category found within the existing State highway right of way during investigative studies requiring remedy or remedial action, as defined in Division 20, Chapter 6.8 et seq. of the Health and Safety Code, shall be the responsibility of STATE. Any hazardous material or contamination of an HM-1 category found within the local road right of way during investigative studies requiring the same defined remedy or remedial action shall be the responsibility of COUNTY. For the purpose of this Agreement, hazardous material or contamination

of HM-1 category is defined as that level or type of contamination which State or Federal regulatory control agencies having jurisdiction have determined must be remediated by reason of its mere discovery, regardless of whether it is disturbed by PROJECT or not. If COUNTY decides to not proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way and COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. If COUNTY and STATE decide to proceed with PROJECT, STATE shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the existing State highway right of way, except that if STATE determines, in its sole judgment that STATE's cost for remedy or remedial action is increased as a result of COUNTY's decision to proceed with PROJECT, that additional cost identified by STATE shall be deemed a part of the costs of PROJECT. COUNTY shall sign the HM-1 manifest and pay all costs for required remedy or remedial action within the local road right of way. STATE will exert every effort to fund the remedy or remedial action for which STATE is responsible. In the event STATE is unable to provide funding, COUNTY will have the option to either delay PROJECT until STATE is able to provide funding, or COUNTY may proceed with the remedy or remedial action at COUNTY's expense without any subsequent reimbursement by STATE.

7. The remedy or remedial action with respect to any hazardous material or contamination of an HM-2 category found within the existing State highway right of way during investigative studies shall be the responsibility of COUNTY, at COUNTY's expense, if COUNTY decides to proceed with PROJECT. For the purposes of this Agreement, hazardous material or contamination of HM-2 category is defined as that level or type of contamination which said regulatory control agencies would have allowed to remain in place if undisturbed or otherwise protected in place should PROJECT not proceed. COUNTY shall sign any HM-2 storage manifest if PROJECT proceeds and HM-2 material must be removed in lieu of being treated in place. If COUNTY decides to not proceed with PROJECT, there will be no obligation to either COUNTY or STATE other than COUNTY's duty to cover and protect HM-2 material left in place.
8. If hazardous material or contamination of either HM-1 or HM-2 category is found on new right of way to be acquired by COUNTY for PROJECT, COUNTY, as between COUNTY and STATE only, shall be responsible, at COUNTY's expense, for all required remedy or remedial action and/or protection and shall guarantee STATE that said new right of way is clean prior to transfer of title to STATE in accordance with Article 15 of Section I of this Agreement. The generator of the hazardous material or, if none can be identified or found, the present property owner, whether a private entity or a local public agency, or COUNTY, as a last resort, shall sign the manifest.
9. Locations subject to remedy or remedial action and/or protection include utility relocation work required for PROJECT. Costs for remedy and remedial action and/or protection shall include, but not be limited to, the identification, treatment, protection, removal, packaging, transportation, storage, and disposal of such material.

10. The party responsible for funding any hazardous material cleanup shall be responsible for the development of the necessary remedy and/or remedial action plans and designs. Remedial actions proposed by COUNTY on the State highway right of way shall be pre-approved by State and shall be performed in accordance with STATE's standards and practices and those standards mandated by the Federal and State regulatory agencies.
11. A separate Cooperative Agreement will be required to cover responsibilities and funding for the construction phase of PROJECT.
12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or right in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of State highways and public facilities different from the standard of care imposed by law.
13. Neither STATE nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, COUNTY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by COUNTY in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
14. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code section 895.4, STATE shall fully defend, indemnify and save harmless COUNTY and all its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.
15. This Agreement may be terminated or provisions contained herein may be altered, changed, or amended by mutual consent of the parties hereto.
16. Except as otherwise provided in Article 16 above, this Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT, or on December 31, 2009, whichever is earlier in time.

SIGNATURES ON THE FOLLOWING PAGE

STATE OF CALIFORNIA
Department of Transportation

COUNTY OF RIVERSIDE

WILL KEMPTON
Director

By: Marion Ashley
Chairman, Board of Supervisors

MARION ASHLEY

By: Michael A. Perovich
PATRICIA ROMO Michael A. Perovich
Acting District 08 Director

Attest: Patricia Romo
Deputy
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND
PROCEDURE:

William B. Bando

Attorney,
Department of Transportation

APPROVED AS TO FORM AND
PROCEDURE:

Patricia Romo Deputy 01-2805
Counsel

CERTIFIED AS TO FUNDS:

Richard S. Otello
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

Judith K. Brown
Accounting Administrator

SCOPE OF WORK

This Scope of Work outlines the specific areas of responsibility for various project development activities for the proposed Interchange reconstruction on I-215 at Scott Road.

1. STATE will be the Lead Agency for CEQA and COUNTY will be the CEQA Responsible Agency. The Federal Highway Administration (FHWA) will be the Federal Lead Agency for NEPA with STATE acting as FHWA agent for NEPA and providing oversight for the NEPA process. COUNTY will perform all investigative studies and complete all required environmental technical reports to document and support the NEPA Categorical Exclusion (NEPA-CE) and CEQA Categorical Exemption (CE) determinations. COUNTY will submit to STATE, for STATE's review, comment and concurrence of investigative studies and technical environmental reports are required. STATE will coordinate any required reviews and approvals regarding the NEPA CE with Federal Agency. If, during the preliminary engineering, preparation of the PS&E, or PROJECT construction, new information is obtained which requires the preparation of an ED, this Agreement will be amended to include completion of these additional tasks by COUNTY.
2. COUNTY and STATE concur that the proposal is a Category 4A as defined in STATE's Project Development Procedures Manual.
3. COUNTY will submit drafts of environmental technical reports and individual sections of the draft environmental documents to STATE, as they are developed, for review and comment. Traffic counts and projections to be used in the various reports shall be supplied by STATE if available, or by COUNTY. COUNTY shall furnish existing traffic data.
4. STATE will review, monitor, and approve all project development reports, studies, and plans, and provide all necessary implementation activities up to but not including advertising of PROJECT.
5. The existing freeway agreement need not be revised.
6. All phases of PROJECT, from inception through construction, whether done by COUNTY or STATE, will be developed in accordance with all policies, procedures, practices, and standards that STATE would normally follow.
7. Detailed steps in the project development process are attached to this Scope of Work. These Attachments are intended as a guide to STATE's and COUNTY's staff.

**ATTACHMENT 1
PLANNING PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
1 ENVIRONMENTAL ANALYSIS & DOCUMENT PREPARATION		
Establish Project Development Team (PDT)	X	X
Approve PDT	X	
Project Category Determination	X	
Prepare Preliminary Environmental Assessment		X
Identify Preliminary Alternatives and Costs		X
Prepare and Submit Environmental Studies and Reports		X
Review and Approve Environmental Studies and Reports	X	
Prepare and Submit Draft Environmental Document (DED)		X
Review DED in District	X	
2 PROJECT GEOMETRICS DEVELOPMENT		
Prepare Existing Traffic Analysis		X
Prepare Future Traffic Volumes for Alternatives		X
Prepare Project Geometrics and Profiles		X
Prepare Layouts and Estimates for Alternatives		X
Prepare Operational Analysis for Alternatives		X
Review and Approve Project Geometrics and Operational Analysis	X	
3 PROJECT APPROVAL		
Lead Agency for Environment Compliance Certifies ED in Accordance with its Procedures	X	X
Prepare Draft Project Report (DPR)		X
Finalize and Submit Project Report with Certified ED for Approval		X
Approve Project Report	X	

**ATTACHMENT 2
DESIGN PHASE ACTIVITIES**

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
1 PRELIMINARY COORDINATION		
Request 1 - Phase EA	X	
Field Review of Site	X	X
Provide Geometrics		X
Approve Geometrics	X	
Obtain Surveys & Aerial Mapping		X
Obtain Copies of Assessor Maps and Other R/W Maps		X
Obtain Copies of As-Builts		X
Send Approved Geometrics to Local Agencies for Review	X	
Revise Approved Geometrics if Required		X
Approve Final Geometrics	X	
Determine Need for Permits from Other Agencies	X	X
Request Permits		X
Initial Hydraulics Discussion with District Staff		X
Initial Electrical Design Discussion with District Staff		X
Initial Traffic & Signing Discussion with District Staff		X
Initial Landscape Design Discussion with District Staff		X
Plan Sheet Format Discussion	X	X
2 ENGINEERING STUDIES AND REPORTS		
Prepare & Submit Materials Report & Typical Section		X
Review and Approve Materials Report & Typical Section	X	
Prepare & Submit Landscaping Recommendation		X
Review & Approve Landscaping Recommendation	X	
Prepare & Submit Hydraulic Design Studies		X
Review & Approve Hydraulic Design Studies	X	
Prepare & Submit Bridge General Plan & Structure Type Selection		X
Review & Approve Bridge General Plan & Structure Type Selection	X	

PROJECT ACTIVITY	RESPONSIBILITY	
	STATE	LOCAL AGENCY
3 R/W ACQUISITION & UTILITIES		
(Used when <u>qualified</u> Local Agency is performing R/W activities.)		
Request Utility Verification		X
Request Preliminary Utility Relocation Plans from Utilities		X
Prepare R/W Requirements		X
Prepare R/W and Utility Relocation Cost Estimates		X
Submit R/W Requirements & Utility Relocation Plans for Review		X
Review and Comment on R/W Requirements	X	
Longitudinal Encroachment Review	X	
Longitudinal Encroachment Application to District		X
Approve Longitudinal Encroachment Application	X	
Request Final Utility Relocation Plans		X
Check Utility Relocation Plans		X
Submit Utility Relocation Plans for Approval		X
Approve Utility Relocation Plans	X	
Relocate Utilities		X
Submit Final R/W Requirements for Review & Approval		X
Fence and Excess Land Review	X	
R/W Layout Review	X	
Approve R/W Requirements	X	
Obtain Title Reports		X
Complete Appraisals		X
Review and Approve Appraisals for Setting Just Compensation		X
Prepare Acquisition Documents		X
Acquire R/W		X
Open escrows and Make Payments		X
Obtain Resolution of Necessity		X
Perform Eminent Domain Proceedings		X
Provide Displacee Relocation Services		X
Prepare Relocation Payment Valuations		X
Provide Displacee Relocation Payments		X
Perform Property Management Activities		X
Perform R/W Clearance Activities		X
Prepare and Submit Certification of R/W		X
Review and Approve Certification of R/W	X	

Transfer R/W to STATE		X
Approve & Record Title Transfer Documents	X	
Prepare R/W Record Maps		X

RESPONSIBILITY

STATE	LOCAL AGENCY
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PROJECT ACTIVITY

4 PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATES

Prepare and Submit Preliminary Stage Construction Plans		X
Review Preliminary Stage Construction Plans	X	
Calculate and Plot Geometrics		X
Cross-Sections & Earthwork Quantities Calculation		X
Prepare and Submit BEES Estimate		X
Put Estimate in BEES	X	
Local Review of Preliminary Drainage Plans and Sanitary Sewer and Adjustment Details		X
Prepare & Submit Preliminary Drainage Plans		X
Review Preliminary Drainage Plans	X	
Prepare Traffic Striping and Roadside Delineation Plans & Submit for Review		X
Review Traffic Striping and Roadside Delineation Plans	X	
Prepare & Submit Landscaping and/or Erosion Control Plans		X
Review Landscaping and/or Erosion Control Plans	X	
Prepare & Submit Preliminary Electrical Plans		X
Review Preliminary Electrical Plans	X	
Prepare & Submit Preliminary Signing Plans		X
Review Preliminary Signing Plans	X	
Quantity Calculations		X
Safety Review	X	X
Prepare Specifications		X
Prepare & Submit Checked Structure Plans		X
Review & Approve Checked Structure Plans	X	
Prepare Final Contract Plans		X
Prepare Lane Closure Requirements		X
Review and Approve Lane Closure Requirements	X	
Prepare & Submit Striping Plan		X
Review & Approve Striping Plan	X	
Prepare Final Estimate		X
Prepare & Submit Draft PS&E		X
Review Draft PS&E	X	
Finalize & Submit PS&E to District		X

**ATTACHMENT 3
DEFINITIONS**

I-215/Scott Road Interchange General Description

The Scott Road Interchange is located on I-215 at KP R24.9. It is approximately 4 km north of the Clinton Keith Road Interchange and about the same distance south of the Newport Road Interchange.

At the Scott Road Interchange, I-215 is a 4-lane divided freeway with 1.5 and 3.0 inside and outside shoulders, respectively. The median is 11 meters wide. The 1999 Transportation Concept Report calls for an ultimate 10-lane freeway facility along this segment of I-215.

Scott Road is a 2-lane east-west road and is designated as an Urban Arterial Highway in the Riverside County General Plan. In addition to the proposed improvements at the Scott Road/I-215 Interchange, the County is also planning on widening Scott Road from the current 2-lane road to a 4-lane divided highway, between Antelope Road just east of I-215 to State Route 79.

A Project Study Report (PSR) was prepared and approved on April 25, 2002. The PSR identifies two feasible interchange improvement concepts and it should use these as the basis for future project development activities.

Transportation Director's
Original

08-Riv-215-KP R24.62/25.27
(PM R15.3/15.7)
Reconstruct Scott Road IC
In Riverside County north of the
City of Murrieta
EA 0A0200
District Agreement No. 8-1263 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1263

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 1263, ENTERED INTO EFFECTIVE ON November 30, 2009, 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. 8-1263 on March 7, 2006 defining the terms and conditions of improvements consisting of the reconstruction of the interchange overcrossing and ramps on Route 215 at Scott Road, north of Murrieta, in Riverside County, referred to herein as "PROJECT".
2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement

IT IS THEREFORE MUTUALLY AGREED

1. The termination date specified in Article 16 of Section III of said Agreement shall now be December 31, 2012 instead of December 31, 2009.
2. All other terms and conditions of said Agreement No. 8-1263 shall remain in full force and effect.
3. This Amendment No. 1 to Agreement is hereby deemed to be a part of said Agreement.

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

COUNTY OF RIVERSIDE

RANDELL H. IWASAKI
Director of Transportation

By: Jeff Stone
Chairman, Board of Supervisors

By: Ray W. Wolfe
RAYMOND W. WOLFE, PhD
District Director

Attest: David E. Allen
Clerk of the Board of Supervisors

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND
PROCEDURE:

By: Lisa Pacheco
LISA PACHECO
Budget Manager

By: Marsha L. Victor 10/14/09
Counsel Marsha L. Victor

EXHIBIT D

ESTIMATED PROJECT COSTS

TASK	Cost to Date	Estimated cost to Complete	Total
Environmental/Design	\$ 2,600,000	\$ 651,000	\$ 3,251,000
Right-of-way*	\$ 0	\$ 9,942,000	\$ 9,942,000
Construction (includes utilities & contingency)	\$ 0	\$ 38,807,000	\$ 38,807,000
TOTAL		\$ 49,400,000	\$ 52,000,000

*A portion of this cost estimate includes legal costs and fees incurred in connection with property acquisition.

FUNDING – SUMMARY

Project Phase	Source	Fund Amount	Total
Envir/Design	Scott Road RBBD	\$ 1,578,000	\$ 3,251,000
	Developer Contributions	\$ 1,673,000	
R/W	Scott Road RBBD	\$ 757,000	\$ 9,942,000
	Scott Road CFD 05-8	\$ 5,992,000	
	City of Menifee	\$ 3,193,000	
Const	City of Menifee	\$ 15,407,000	\$ 38,807,000
	TBD	\$ 23,400,000	