

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

854 A



**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
May 8, 2014

**SUBJECT:** Construction Cooperative Agreement Between the County of Riverside and the State of California Department of Transportation for the Newport Road Interchange Project Located on Interstate 215. 3rd/5th District; [\$0]

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

1. Approve the Construction Cooperative Agreement Between the County and the State of California Department of Transportation for the Newport Road Interchange Project Located on Interstate 215 (Caltrans Agreement No. 08-1574); and
2. Authorize the Chairman of the Board to execute the same; and
3. Authorize the Director of Transportation and Land Management, or his designee, to approve administrative amendments to the Funding Summary.

*Patricia Romo*

Patricia Romo  
Assistant Director of Transportation

Juan C. Perez, Director of Transportation and Land Management

| FINANCIAL DATA              | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost:                 | POLICY/CONSENT<br>(Per Exec. Office)  |
|-----------------------------|----------------------|-------------------|-------------|-------------------------------|---|
| <b>COST</b>                 | \$ 0                 | \$ 0              | \$ 0        | \$ 0                          | Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/> |
| <b>NET COUNTY COST</b>      | \$ 0                 | \$ 0              | \$ 0        | \$ 0                          |   |
| <b>SOURCE OF FUNDS:</b> N/A |                      |                   |             | <b>Budget Adjustment:</b> No  |   |
|                             |                      |                   |             | <b>For Fiscal Year:</b> 13/14 |   |

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

APPROVE

BY:

*Tina Grande*  
Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Benoit 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: July 1, 2014  
 xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By: *[Signature]*  
Deputy

3-53

FORM APPROVED COUNTY COUNSEL  
BY: *[Signature]* 6/18/14  
MARSHALL VICTOR DATE

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

Departmental Concurrence

**BACKGROUND:**

**Summary**

Newport Road is one of the key east-west corridors in southwestern Riverside County. The interchange serves developing areas in the City of Menifee and unincorporated County of Riverside (County).

The County proposes to construct improvements to the Interstate 215 (I-215)/Newport Road interchange in the City of Menifee. The existing ramps will be reconstructed and new loop on-ramps will be constructed. Newport Road will be widened to six through lanes between Haun and Antelope roads.

A cooperative agreement between the County and City of Menifee for construction was approved by the Board of Supervisors on September 11, 2012 (Agenda Item 3-44).

The Construction Cooperative Agreement between the State of California Department of Transportation (Caltrans) and the County outlines each agency's responsibilities for the construction of the improvements of the Newport Road at I-215 Interchange. This cooperative agreement designates authority to the County to administer the construction contract for the I-215/Newport Road interchange improvements. The cost of project oversight and quality assurance will be borne by the State.

Construction is expected to begin in early 2015.

Work Order No.: B5-0682

**Impact on Residents and Businesses**

The proposed Newport Road Interchange Project will reduce congestion, improve traffic flow, and improve public safety by improving the current traffic operations at the interchange.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Construction will be funded by the City of Menifee and federal funds. No County funds will be used for this project.

**Contract History and Price Reasonableness**

N/A

Contract No. 14-04-006  
Riverside Co. Transportation

08-RIV-215-R17.4/R19.3  
Project Number: 0800000301  
EA: 0J440  
Agreement 08-1574

WHEN DOCUMENT IS FULLY EXECUTED RETURN  
CLERK'S COPY

**COOPERATIVE AGREEMENT**

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

This Agreement, effective on July 16, 2014, 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 hereinafter as COUNTY.

**RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, Reconstruct Newport Road at Interstate 215 (I-215) from 4 to 6 through lanes between Haun Road and Antelope Road, relocate northbound (NB) and southbound (SB) exit ramps (3 lanes), reconfigure NB & SB entry ramps to include High Occupancy Vehicle (HOV) lane, add new NB and SB loop entry ramps (2 lanes), include extended ramp acceleration/deceleration lanes, add extended dedicated right-turn lanes, will be referred to hereinafter as PROJECT. This description only serves to identify the PROJECT. The project scope of work is defined in the appropriate authorizing documents per the Project Development Procedures Manual.
3. All responsibilities assigned in this Agreement to complete the following PROJECT COMPONENTS will be referred to hereinafter as OBLIGATIONS:
  - CONSTRUCTION SUPPORT
  - CONSTRUCTION CAPITAL
4. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
5. The following work associated with this PROJECT has been completed or is in progress:

- COUNTY developed the Project Initiation Document and was approved by CALTRANS on 6/3/09.
  - COUNTY developed the Initial Study/Mitigated Negative Declaration and was approved by CALTRANS on 11/8/12.
  - COUNTY developed the Categorical Exclusion and was approved by CALTRANS on 11/8/12.
  - COUNTY developed the Project Report and was approved by CALTRANS on 11/15/12 (Cooperative Agreement No. 08-1420).
  - COUNTY is developing the Plans, Specifications, and Estimate (Cooperative Agreement No. 08-1420).
  - COUNTY is developing the Right of Way Certification (Cooperative Agreement No. 08-1420).
  - COUNTY is developing the Right of Way Acquisition (Cooperative Agreement No. 08-1420).
6. COUNTY prepared the environmental documentation for the PROJECT.
7. CALTRANS will perform all tests; American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), California Tests and laboratory procedures on materials (aggregates, crumb rubber, cement and binders) necessary to verify and approve the Job Mix Formula (JMF) and concrete mix designs. CALTRANS shall be compensated for all the costs of quality control and quality assurance associated with these tasks. The cost for this effort is estimated to be around \$50,000.
8. In this Agreement capitalized words represent defined terms and acronyms.
9. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

### **RESPONSIBILITIES**

10. COUNTY is SPONSOR for 100% of PROJECT.
11. The FUNDING PARTNER(S) and the details of the funding commitments are documented in the latest FUNDING SUMMARY.
12. COUNTY is IMPLEMENTING AGENCY for CONSTRUCTION.
13. CALTRANS is the CEQA lead agency for PROJECT.
14. CALTRANS is the NEPA lead agency for PROJECT.

15. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right of way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

### **SCOPE**

#### **Scope: General**

16. PARTNERS will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
17. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
18. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for that component as part of the PROJECT MANAGEMENT PLAN. The CALTRANS District Construction Division, with input from Structure Construction must approve the QMP before the encroachment permit for construction is issued.
19. Any PARTNER may, at its own expense, have representatives observe any OBLIGATIONS performed by another PARTNER. Observation does not constitute authority over those OBLIGATIONS.
20. Each PARTNER will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
21. IMPLEMENTING AGENCY shall retain consultants and shall invite CALTRANS to participate in the selection and retention of consultants that participate in OBLIGATIONS. At least one representative from the Construction Division of CALTRANS shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
22. If WORK is done under contract (not completed by a PARTNER's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), that PARTNER will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of the Department of Industrial Relations.
23. Any PARTNER responsible for completing WORK shall make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT including PROJECT COMPONENT work that may occur under separate agreements.

24. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right of way at no cost to COUNTY, its contractors or utility owners. Contractors and/or agents, and utility owners will not perform activities within the SHS right of way without an encroachment permit issued in their name.
25. If any PARTNER discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTNER will notify all PARTNERS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
26. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.  
  
PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.
27. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
28. If HM-1 or HM-2 is found during a PROJECT COMPONENT, IMPLEMENTING AGENCY for that PROJECT COMPONENT will immediately notify PARTNERS.
29. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right of way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right of way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
31. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
32. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

33. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
34. IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTNERS with written quarterly progress reports during the implementation of OBLIGATIONS in that component.
35. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right of way as part of WORK become the property of CALTRANS.  
  
CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right of way.
36. IMPLEMENTING AGENCY for a PROJECT COMPONENT will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
37. PARTNERS will confer on any claim that may affect OBLIGATIONS or PARTNERS' liability or responsibility under this Agreement in order to retain resolution possibilities for potential future claims. No PARTNER will prejudice the rights of another PARTNER until after PARTNERS confer on claim.
38. PARTNERS will maintain, and will ensure that any party hired by PARTNERS to participate in OBLIGATIONS will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
39. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds, each PARTNER will comply, and will ensure that any party hired to participate in OBLIGATIONS will comply with the federal cost principles of 2 CFR, Part 225, and administrative requirements outlined in 49 CFR, Part 18. These principles and requirements apply to all funding types included in this Agreement.
40. PARTNERS will maintain and make available to each other all OBLIGATIONS-related documents, including financial data, during the term of this Agreement.
41. PARTNERS will retain all OBLIGATIONS-related records for three (3) years after the final voucher.

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

CALTRANS, the state auditor, FHWA (if PROJECT utilizes federal funds), and COUNTY will have access to all OBLIGATIONS-related records of each PARTNER, and any party hired by a PARTNER to participate in OBLIGATIONS, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTNER will be permitted to make copies of any OBLIGATIONS-related records needed for the audit.

The audited PARTNER will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTNERS have thirty (30) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTNERS is subject to mediation. Mediation will follow the process described in the General Conditions section of this Agreement.

43. If FUNDING PARTNERS fund any part of PROJECT with state or federal funds, each FUNDING PARTNER will undergo an annual audit in accordance with the Single Audit Act of OMB Circular A-133.
44. If FUNDING PARTNERS fund any part of PROJECT with federal funds, any PARTNER that hires another party to participate in OBLIGATIONS will conduct a pre-award audit of that party in accordance with the *Local Assistance Procedures Manual*.
45. PARTNERS will not incur costs beyond the funding commitments in this Agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, IMPLEMENTING AGENCY will promptly notify SPONSOR.
46. If WORK stops for any reason, IMPLEMENTING AGENCY will place PROJECT right of way in a safe and operable condition acceptable to CALTRANS.
47. If WORK stops for any reason, each PARTNER will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each PARTNER's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
48. Each PARTNER accepts responsibility to complete the activities as shown on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this Agreement.



**Scope: Environmental Permits, Approvals and Agreements**

49. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

| ENVIRONMENTAL PERMITS |            |         |        |           |        |        |
|-----------------------|------------|---------|--------|-----------|--------|--------|
| Permit                | Coordinate | Prepare | Obtain | Implement | Renew  | Amend  |
| 404 USACOE            | COUNTY     | COUNTY  | COUNTY | COUNTY    | COUNTY | COUNTY |
| 401 RWQCB             | COUNTY     | COUNTY  | COUNTY | COUNTY    | COUNTY | COUNTY |
| 1602 DFG              | COUNTY     | COUNTY  | COUNTY | COUNTY    | COUNTY | COUNTY |

**Scope: Construction**

50. Physical and legal possession of right of way must be completed prior to construction advertisement, unless PARTNERS mutually agree to other arrangements in writing. Right of way conveyances must be completed prior to OBLIGATION COMPLETION, unless PARTNERS mutually agree to other arrangements in writing.
51. COUNTY will not employ any firm to perform PROJECT construction management that prepared PROJECT plans, specifications, and estimate and COUNTY will ensure that any such firm will not be employed by or under contract to the PROJECT construction contractor. However, PARTNERS may retain such a firm to check shop drawings, do soil foundation tests, test construction materials, and perform construction surveys.
52. COUNTY will advertise, open bids, award, approve, and administer the construction contract in accordance with the California Public Contract Code and the California Labor Code.

COUNTY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and SPONSOR verifies full funding of CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL.

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

PARTNERS agree that COUNTY is designated as the Legally Responsible Person and the Approved Signatory Authority pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person and the Approved Signatory Authority as mandated by the Construction General Permit.

53. COUNTY will provide a RESIDENT ENGINEER and CONSTRUCTION SUPPORT staff that are independent of the design engineering company and construction contractor.
54. COUNTY will provide a landscape architect who will be responsible for all landscaping activities within the SHS. If the Resident Engineer is not also a registered Landscape Architect, COUNTY will furnish, at COUNTY expense and subject to approval of CALTRANS Landscape Architecture, a registered Landscape Architect to perform work related to architecture treatment and landscaping and to perform the function of an Assistant Resident Engineer/Inspector who is responsible for both daily on-site inspection and final decisions including, but not limited to, any highway planting and the irrigation systems that comprise a portion of the PROJECT work, consistent with any applicable measures in the environmental commitments record. Final decisions shall continue to be subject to the satisfaction and approval of CALTRANS.
55. COUNTY will implement changes to the construction contract through Change Orders. PARTNERS will review and concur on all Change Orders over \$50,000.
56. Notwithstanding the IQA definition, CALTRANS at its own costs, will review and approve:
  - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
  - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
  - Material testing results and material exceptions.
57. If FUNDING PARTNERS fund any part of OBLIGATIONS with state or federal funds COUNTY will use a CALTRANS-approved construction contract claims process, will administer all claims through said process, and will be available to provide advice and technical input in any claims process.
58. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within fifteen (15) working days, the IMPLEMENTING AGENCY shall not award the construction contract.
59. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS specifications.
60. COUNTY will submit a written request to CALTRANS for any DFM identified in the PROJECT plans, specifications, and estimate a minimum of forty-five (45) working days prior to the bid advertisement date for PROJECT construction contract. COUNTY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.

61. CALTRANS will make DFM available at a CALTRANS-designated location after COUNTY requests DFM and pays CALTRANS' invoice for actual DFM cost.
62. COUNTY will prepare a QMP which will include a description of how source inspection will be performed, and will submit the QMP to CALTRANS for review and approval by the State Materials Engineer.

CALTRANS will issue the parent permit to COUNTY upon submittal of a complete encroachment permit application. The parent permit will cite approval of the QMP by CALTRANS as a condition of issuing a double permit.

CALTRANS will issue the double permit to the contractor upon submittal of a complete encroachment permit application and all conditions cited in the parent permit have been met..

COUNTY will provide, or cause to provide, source inspection services.

63. COUNTY may request CALTRANS to complete portions of WORK as engineering services. Should CALTRANS agree to perform the requested services, PARTNERS will document the arrangement in writing. Such an arrangement does not change the responsibilities as documented in the SCOPE SUMMARY.
64. As IMPLEMENTING AGENCY for construction, COUNTY is responsible for maintenance within PROJECT limits as part of the construction contract.
65. PARTNERS will execute a separate maintenance agreement prior to OBLIGATION COMPLETION.
66. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY shall furnish CALTRANS with a complete set of "As-Built" plans (hard copy and electronic formats) in accordance with CALTRANS' then current CADD Users Manual, Plans Preparation Manual, and CALTRANS practice. The submittal must also include all CCOs, CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and Records of Surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, including sections 8762 and 8771, shall contain the filing information provided by the county in which filed. COUNTY shall also submit corrected full-sized hard copy structure plans.

## COST

### **Cost: General**

67. PARTNERS will document specific funding, billing, and payment details in a FUNDING SUMMARY. The FUNDING SUMMARY is incorporated and made an express part of this Agreement.

A valid FUNDING SUMMARY must be in place at all times until OBLIGATION COMPLETION.

PARTNERS will create a new FUNDING SUMMARY each time the funding, billing and payment details of PROJECT change. The FUNDING SUMMARY is only valid after each FUNDING PARTNER signs and dates the FUNDING SUMMARY. The most current fully executed FUNDING SUMMARY supersedes any previous FUNDING SUMMARY created for this Agreement.

Replacement of the FUNDING SUMMARY will not require an amendment to the body of this Agreement unless the rules of the new funds require it.

Each PARTNER will designate a legally authorized representative to sign the FUNDING SUMMARY on its behalf.

68. PARTNERS may invoice the appropriate FUNDING PARTNER according to the terms documented in the FUNDING SUMMARY.
69. If COUNTY has received Electronic Funds Transfer (EFT) certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
70. Unless otherwise documented in the FUNDING SUMMARY, all fund types contributed to a PROJECT COMPONENT will be spent proportionately within that PROJECT COMPONENT.
71. Unless otherwise documented in the FUNDING SUMMARY, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
72. After PARTNERS agree that all WORK is complete for a PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.
73. If FUNDING PARTNERS fund OBLIGATIONS with American Recovery and Reinvestment Act (ARRA) funds, PARTNERS will adopt the terms, conditions, requirements, and constraints of the American Recovery and Reinvestment Act of 2009.

74. If FUNDING PARTNERS fund OBLIGATIONS with Proposition 1B Bond funds, PARTNERS will meet the requirements of California Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using Proposition 1B Bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS.

75. The cost of any awards, judgments, or settlements generated by OBLIGATIONS is an OBLIGATIONS cost.
76. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right of way.
77. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right of way.
78. HM MANAGEMENT ACTIVITIES costs related to HM-2 are CONSTRUCTION SUPPORT and CONSTRUCTION CAPITAL costs.
79. The cost to comply with and implement the commitments set forth in the environmental documentation is an OBLIGATIONS cost.
80. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is an OBLIGATIONS cost.
81. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

82. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants, agents, and utility owners, at no cost.
83. Fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
84. If federal funds are used on PROJECT while this Agreement is active CALTRANS will administer all federal subvention funds documented on the FUNDING SUMMARY.

85. Travel, per diem, and third-party contract reimbursements are an OBLIGATIONS cost only after those hired by PARTNERS to participate in OBLIGATIONS incur and pay those costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Personnel Administration (DPA) rules current at the effective date of this Agreement.

If COUNTY invoices for rates in excess of DPA rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

86. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.
87. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.
88. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is an OBLIGATIONS cost.
89. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this Agreement to place PROJECT right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this Agreement.

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

90. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTNER implementing commitments or conditions accepts responsibility to fund these activities, as they apply to each PARTNER's responsibilities, until such time as PARTNERS amend this Agreement.

Each PARTNER may request reimbursement for these costs during the amendment process.

91. Except as otherwise provided in this Agreement, PARTNERS will pay invoices within thirty (30) calendar days of receipt of invoice.

**Cost: Environmental Permits, Approvals and Agreements**

92. The cost of coordinating, obtaining, complying with, implementing, including renewing and amending resource agency permits, agreements, and approvals is an OBLIGATIONS cost.

**Cost: Construction Support**

93. The cost of source inspection is an OBLIGATIONS cost.
94. The cost of engineering services provided by CALTRANS is an OBLIGATIONS cost. CALTRANS will be reimbursed for engineering services.
95. The cost to maintain the SHS within PROJECT limits is an OBLIGATIONS cost until PARTNERS execute a separate maintenance agreement.

**Cost: Construction Capital**

96. The cost of all DFM is a CONSTRUCTION CAPITAL cost.

**SCHEDULE**

97. PARTNERS will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

**GENERAL CONDITIONS**

98. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
99. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
100. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
101. 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, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.

102. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this Agreement.
103. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.
104. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
105. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
106. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
107. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
108. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.



109. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

110. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
111. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.
112. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
113. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
114. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
115. Partners agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

116. The following documents are attached to, and made an express part of this Agreement:  
SCOPE SUMMARY; FUNDING SUMMARY.

## **DEFINITIONS**

**ARRA** – American Recovery and Reinvestment Act of 2009

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**CFR (Code of Federal Regulations)** – The general and permanent rules published in the Federal Register by the executive departments and agencies of the federal government.

**CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.

**CONSTRUCTION SUPPORT** – See PROJECT COMPONENT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.

**DFM (Department Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**FHWA** – Federal Highway Administration

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).

**FUNDING PARTNER** – A PARTNER, designated in the FUNDING SUMMARY, that commits a defined dollar amount to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.

**FUNDING SUMMARY** – An executed document that lists the funding, billing, and payment commitments. Commitments include, but are not limited to, FUNDING PARTNER(S), fund source, fund type, payment method, invoice frequency, deposit amounts, and PROJECT COMPONENT(S) in which funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**GAAP (Generally Accepted Accounting Principles)** – Uniform minimum standards and guidelines for financial accounting and reporting issued by the Federal Accounting Standards

Advisory Board that serve to achieve some level of standardization. See <http://www.fasab.gov/accepted.html>.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.

**IQA (Independent Quality Assurance)** – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.

**NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities included in this Agreement.

**OMB (Office of Management and Budget)** – This federal office oversees the preparation of the federal budget and supervises its administration in Executive Branch agencies.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right of Way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right of Way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at <http://www.dot.ca.gov/ser/memos.htm>). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

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

**SCOPE SUMMARY** – The attachment in which each PARTNER designates its commitment to specific scope activities within each PROJECT COMPONENT as outlined by the *Workplan Standards Guide for the Delivery of Capital Projects* available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).

**SHS (State Highway System)** – All highways, right of way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments

must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All scope activities included in this Agreement.

### **CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

Emad Makar, Project Manager  
464 West 4th Street, 6th Floor, MS-1229  
San Bernardino, California 92401-1400  
Office Phone: (909) 383-4978  
Mobile Phone:  
Fax Number: (909) 383-6938  
Email: emad\_makar@dot.ca.gov

The primary Agreement contact person for COUNTY is:

Cindi Wachi, Project Manager  
P. O. Box 1090  
Riverside, CA 92502-1090  
Office Phone: (951) 955-1863  
Email: cwachi@rctlma.org

**SIGNATURES**

PARTNERS declare that:

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

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: 

Basem E. Muallem, P.E.  
District Director

OK  
FOR MGB

CERTIFIED AS TO FUNDS:

By: 

Lisa Pacheco  
Budget Manager

COUNTY OF RIVERSIDE

By: 

Jeff Stone  
Chairman, Board of Supervisors

ATTEST:

By: 

Kecia Harper-Ihem  
Clerk, Board of Supervisors

APPROVED AS TO FORM AND  
PROCEDURE:

By:  6/18/14

Marsha L. Victor  
Principal Deputy County Council



### **SCOPE SUMMARY**

| 4 | 5   | 6 | 7 | 8 | Description   | CALTRANS | COUNTY | N/A |
|---|-----|---|---|---|---|----------|--------|-----|
| 3 | 265 |   |   |   | Awarded and Approved Construction Contract                                      |          | X      |     |
| 5 | 270 |   |   |   | Construction Engineering and General Contract Administration                    |          | X      |     |
| 5 | 275 |   |   |   | Construction Engineering and General Contract Administration of Structures Work |          | X      |     |
| 5 | 285 |   |   |   | Contract Change Order Administration  |          | X      |     |
| 5 | 290 |   |   |   | Resolve Contract Claims   |          | X      |     |
| 5 | 295 |   |   |   | Accept Contract, Prepare Final Construction Estimate, and Final Report          |          | X      |     |
| 4 | 300 |   |   |   | FINAL RIGHT OF WAY ENGINEERING  |          | X      |     |

# FUNDING SUMMARY Number 1

Project Number: 0800000301  
 Agreement: 08-1574

Part I – FUNDING SUMMARY table

| Funding Source          | Funding Partner | Fund Type           | CON Capital    | CON Support  | Totals by Fund Type |
|-------------------------|-----------------|---------------------|----------------|--------------|---------------------|
| IMPLEMENTING AGENCY - > |                 | COUNTY              |                |              |                     |
| LOCAL                   | COUNTY          | County              | \$11,875,000   | *\$6,000,000 | \$17,875,000        |
| FEDERAL                 | COUNTY          | STP                 | **\$14,625,000 | \$0          | \$14,625,000        |
|                         |                 | Totals by Component | \$26,500,000   | \$6,000,000  | \$32,500,000        |

This table represents full funding of each PROJECT COMPONENT in Agreement 08-1574.

\*Includes approving Job Mix Formula (JMF) and concrete mixes: \$50,000.

\*\* Includes Department Furnished Materials: \$50,400.  
 Billing and payment details follow.

# **FUNDING SUMMARY Number 1**

Project Number: 0800000301

Agreement: 08-1574

## **Part II – Billing and Payment Details**

### **Cost: CONSTRUCTION SUPPORT**

1. Each PARTNER listed below will do work for CONSTRUCTION SUPPORT as described in this Agreement:

- CALTRANS

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- CALTRANS may invoice COUNTY

PARTNERS will exchange funds for actual costs.

CALTRANS will submit to COUNTY quarterly invoices for actual expenditures for approving the JMF and concrete mixes.

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

### **Cost: CONSTRUCTION CAPITAL**

2. CALTRANS will invoice COUNTY for the actual cost of any DFM as a CONSTRUCTION CAPITAL cost.

After PARTNERS agree that all WORK is complete, CALTRANS will submit a final accounting for all DFM costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

3. COUNTY is the IMPLEMENTING AGENCY for CONSTRUCTION CAPITAL as described in the Responsibilities section of this Agreement.

Therefore, based on the funding types displayed in the FUNDING SUMMARY table for this PROJECT COMPONENT:

- COUNTY may invoice CALTRANS

PARTNERS will exchange funds for actual costs.

## **FUNDING SUMMARY Number 1**

Project Number: 0800000301

Agreement: 08-1574

COUNTY will submit to CALTRANS monthly invoices for the prior month's expenditures

After PARTNERS agree that all WORK is complete for this PROJECT COMPONENT, PARTNER(S) will submit a final accounting for all OBLIGATIONS costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the financial commitments of this Agreement.

# FUNDING SUMMARY Number 1

Project Number: 0800000301

Agreement: 08-1574

## Part III – Signature Page

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

APPROVED

By: 

*PR FOR MGB*  
Basem E. Muallem, P.E.  
District Director

Date: 7/16/14

By: 

District Budget Manager

By: *For Janette Salinas* 

HQ Accounting

COUNTY OF RIVERSIDE

APPROVED

By: 

Jeff Stone  
Chairman, Board of Supervisors

Date: JUL 01 2014

ATTEST:

KEQIA HARPER-JHEM, Clerk

By: 

DEPUTY