

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 8/19/15

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

97A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 July 27, 2015

**SUBJECT:** Service Agreement by and Between County of Riverside, the City of Jurupa Valley, and the City of Riverside for Mission Boulevard Bridge Improvements at Santa Ana River. 2<sup>nd</sup> District; [\$38,485,000 Total]; Federal HBP Funds (88.53%), Proposition 1B (5.85%), City of Jurupa Valley and City of Riverside Funds (5.62%)

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

1. Approve the Service Agreement by and Between County of Riverside, the City of Jurupa Valley, and the City of Riverside for Mission Boulevard Bridge Improvements at Santa Ana River; and
2. Authorize the Chairman of the Board to execute the same.

Departmental Concurrence

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 (Per Exec. Office)
<b>COST</b>	\$ 775,000	\$ 775,000	\$ 38,485,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Federal HBP (88.53%), Proposition 1B (5.85%), City of Jurupa Valley and City of Riverside Funds (5.62%). There are no General Funds or County Transportation Funds used in this project.  
**Budget Adjustment:** No  
**For Fiscal Year:** 15/16 – 21/22

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

APPROVE  
 BY:   
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Tavaglione, Washington, Benoit and Ashley  
**Nays:** None  
**Absent:** None  
**Date:** September 1, 2015  
**xc:** Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By:   
 Deputy

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

**Prev. Agn. Ref.:** **District:** 2 **Agenda Number:**

**3-26**

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

**FORM 11:** Service Agreement by and Between County of Riverside, the City of Jurupa Valley, and the City of Riverside for Mission Boulevard Bridge Improvements at Santa Ana River. 2<sup>nd</sup> District; [\$38,485,000 Total]; Federal HBP Funds (88.53%), Prop.1B (5.85%), City of Jurupa Valley and City of Riverside Funds (5.62%)

**DATE:** July 27, 2015

**PAGE:** 2 of 3

**BACKGROUND:**

**Summary**

The existing Mission Boulevard Bridge over the Santa Ana River, which carries two lanes of traffic in each direction, is on the eligible bridge list for seismic retrofitting under the Local Agency Seismic Safety Retrofit Program. The existing bridge was built in 1958. The project is programmed to receive federal Highway Bridge Program (HBP) funds. It also qualifies for matching State Seismic Bond (Prop.1B) funds for right-of-way acquisition and construction.

The cities of Jurupa Valley and Riverside both desire to cooperate and jointly participate in implementing and funding the project. Although the project is located within the jurisdictional boundaries of the cities, the agencies desire to designate Riverside County (County) as the lead agency for the project since the County has extensive experience in the development and implementation of bridge projects involving federal and state agencies. The County Transportation Department started conceptual work on this project prior to Jurupa Valley's incorporation. The Service Agreement between the County, the City of Jurupa Valley, and the City of Riverside provides the terms and conditions whereby the County will provide the administrative, technical, managerial, and support services for the development and implementation of the project, and the City of Jurupa Valley and the City of Riverside will be 100% responsible for the local match funding.

All services are dependent on the continued availability of the HBP and Prop. 1B funds as well as the cities securing the necessary funding for the local matching funds. The County will retain a consultant to prepare the engineering and environmental documents and administer the construction contract; the City of Jurupa Valley and the City of Riverside will be 100% responsible for the local match funding as shown in Table 1 of the Service Agreement.

The County has determined that total bridge replacement is the technically and financially most feasible final retrofit strategy for the Mission Boulevard Bridge. The California Department of Transportation (Caltrans) approved this proposed final strategy and obligated the funds to proceed with preliminary engineering and environmental documentation for the total bridge replacement. Exhibit A of the Service Agreement is a brief project factsheet. The factsheet outlines the project scope of work, preliminary cost estimates by project phase, and the anticipated funding sources to cover these costs.

**Impact on Residents and Businesses**

The Mission Boulevard Bridge crosses the Santa Ana River and currently carries 17,600 vehicles per day between the City of Jurupa Valley and the City of Riverside. This bridge replacement project will benefit commuters by providing a reliable connection over the Santa Ana River that meets the latest engineering standards and seismic design criteria. The replacement bridge will be designed in accordance with the latest state of the art seismic design criteria. The replacement bridge will be designed to incorporate the historical aesthetic elements of the current structure.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11: Service Agreement by and Between County of Riverside, the City of Jurupa Valley, and the City of Riverside for Mission Boulevard Bridge Improvements at Santa Ana River. 2<sup>nd</sup> District; [\$38,485,000 Total]; Federal HBP Funds (88.53%), Prop.1B (5.85%), City of Jurupa Valley and City of Riverside Funds (5.62%)**

**DATE:** July 27, 2015

**PAGE:** 3 of 3

**SUPPLEMENTAL:**

**Additional Fiscal Information**

**Estimated Project Costs and Funding Sources**

<i>Project Phase</i>	<i>Cost</i>	<i>HBP Funds</i>	<i>(Prop.1B) Funds</i>	<i>Local Match</i>
<i>Preliminary Engineering &amp; Environmental Clearance (PA/ED)</i>	\$2,314,000	\$2,049,000	N/A	\$265,000
<i>Final Design (PS&amp;E)</i>	\$2,183,000	\$1,933,000	N/A	\$250,000
<i>Right-of-Way (ROW)</i>	\$500,000	\$443,000	\$57,000	\$0
<i>Construction (CONST)</i>	\$33,488,000	\$29,647,000	\$2,193,000	\$1,648,000
<i>Total</i>	\$38,485,000	\$34,072,000	\$2,250,000	\$2,163,000

**Projected Local Matching Funds from Each City:**

The border between the cities of Jurupa Valley and Riverside is located near the midpoint of the existing bridge. This results in an approximately 43% to 57% relative cost distribution between the City of Jurupa Valley and the City of Riverside. The estimated share of local matching funds for each city is:

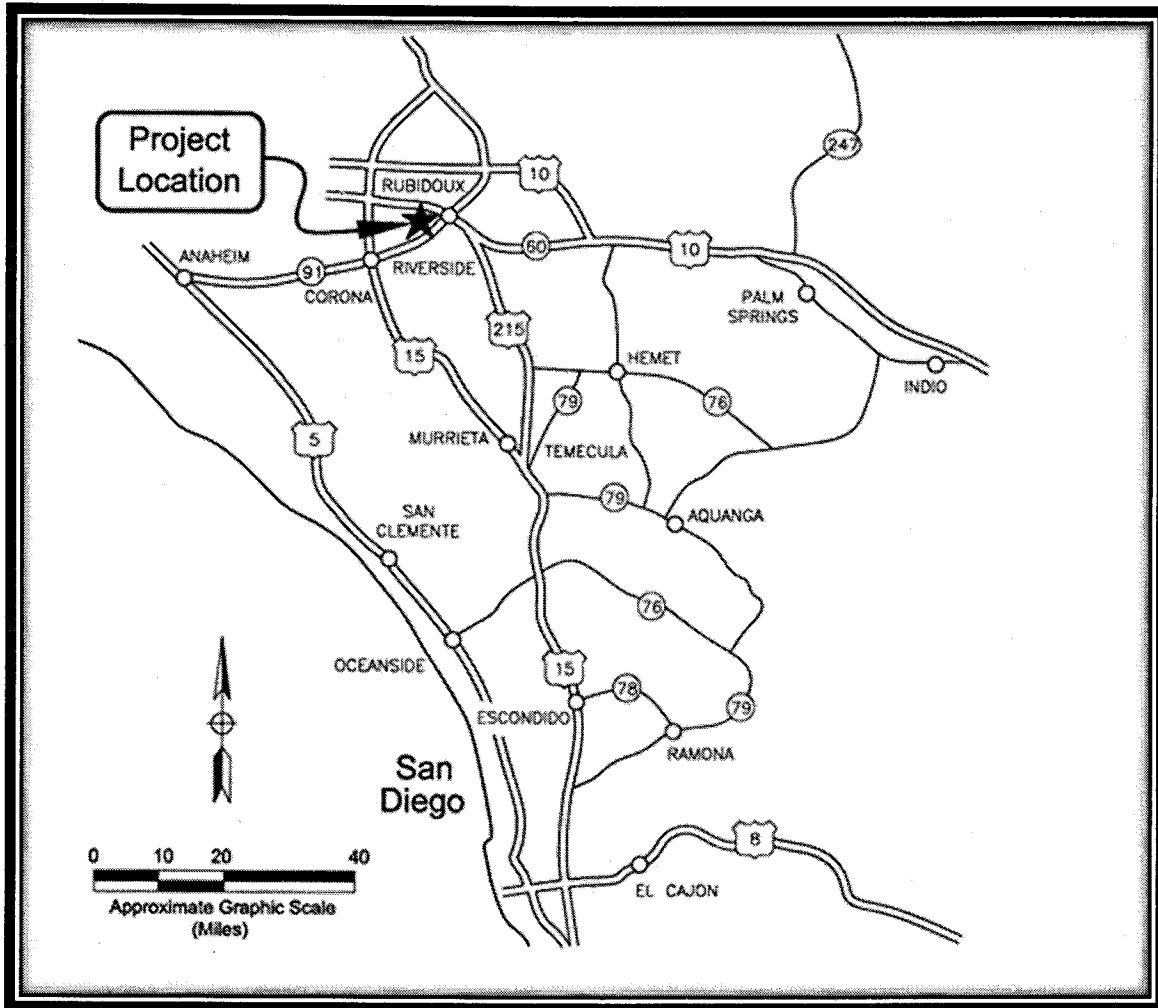
City of Jurupa Valley: \$930,090

City of Riverside: \$1,232,910

**ATTACHMENTS**

- Project Location Map
- Vicinity Map
- Service Agreement

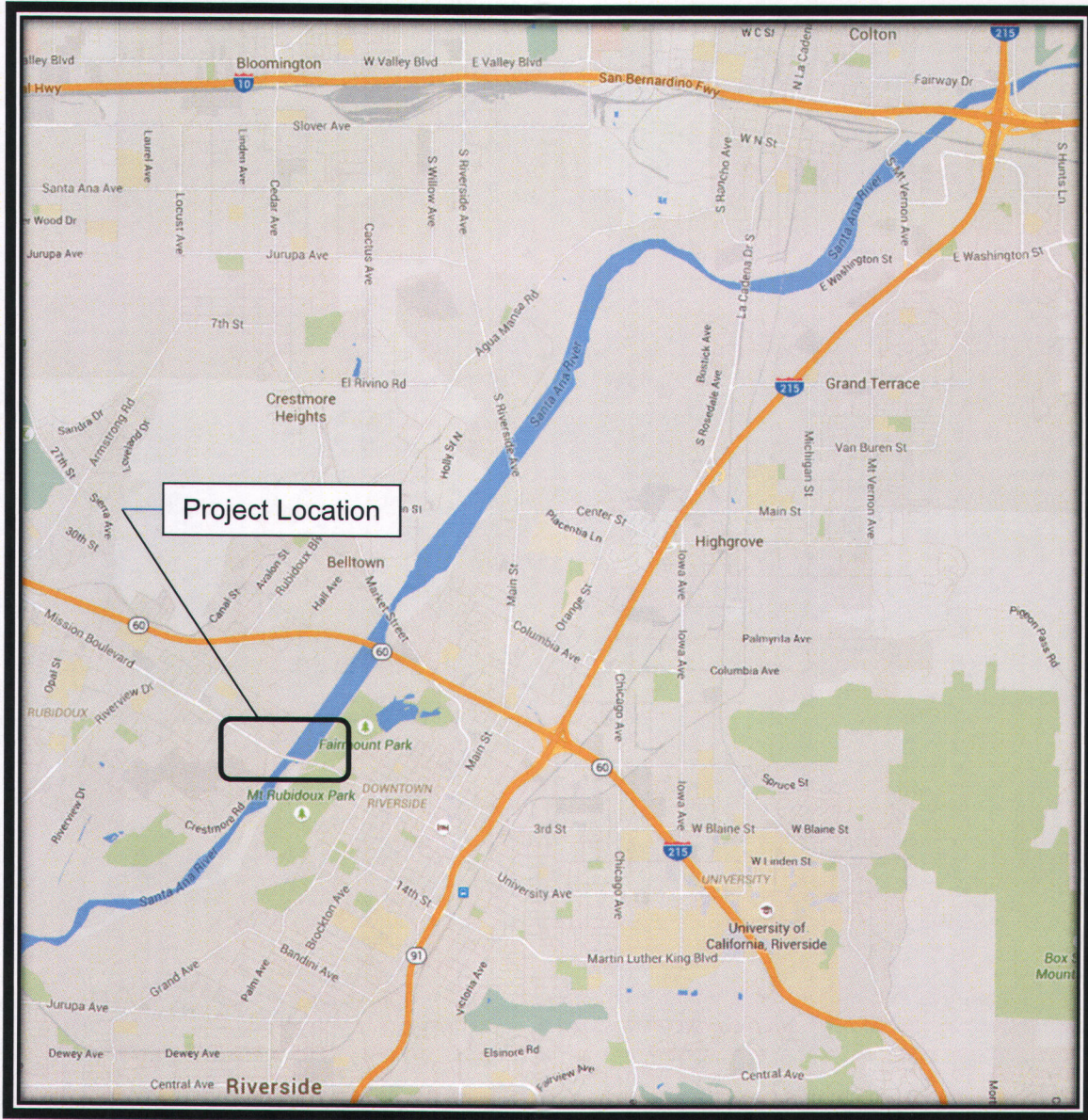
# Mission Boulevard Bridge Improvements at Santa Ana River



**PROJECT LOCATION MAP**



# Mission Boulevard Bridge Improvements at Santa Ana River



**VICINITY MAP**



**SERVICE AGREEMENT BY AND BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**CITY OF JURUPA VALLEY AND CITY OF RIVERSIDE**

**FOR**

**MISSION BOULEVARD BRIDGE IMPROVEMENTS AT SANTA ANA RIVER**

This Agreement is entered into this 1st day of September, 2015, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley, (hereinafter "JURUPA") and the City of Riverside (hereinafter "RIVERSIDE") for the development and implementation of a project to replace the existing Mission Boulevard Bridge (Br.No.56C0071) over Santa Ana River and to reconstruct the approach roadways connecting to the new bridge located within the jurisdictional boundaries of both JURUPA and RIVERSIDE. JURUPA and RIVERSIDE collectively are sometimes hereinafter referred to as "CITIES". The COUNTY, JURUPA and RIVERSIDE are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

**RECITALS**

- A. The existing Mission Boulevard Bridge over the Santa Ana River is on the eligible bridge list for seismic retrofitting under the Local Agency Seismic Safety Retrofit Program (LSSRP). The project is programmed to receive federal Highway Bridge Program (HBP) funds. It is also programmed for matching State Seismic Bond (Proposition 1B) funds for right-of-way acquisition and construction.
- B. Prior to the incorporation of the newly formed City of Jurupa Valley, the bridge was located on the border between the COUNTY and the City of Riverside with shared maintenance responsibility.
- C. The California Department of Transportation (Caltrans) required that a Final Strategy Report be developed to support and to document a seismic retrofitting alternative versus an in-kind bridge replacement to determine and to justify the participating costs for the purposes of HBP and matching State Seismic Bond (Proposition 1B) funds.
- D. COUNTY selected Simon Wong Engineering to provide the necessary environmental and engineering services for the project. COUNTY's Project Development Team determined that the total bridge replacement is technically and financially the most feasible final retrofit strategy for the Mission Boulevard Bridge.
- E. Caltrans approved this proposed final strategy and obligated the HBP funds to proceed with preliminary

1 engineering and environmental documentation for the total bridge replacement. The Proposition 1B funds are  
2 programmed as local matching funds for only the right-of-way and construction phases of the project. The  
3 participating construction cost for Proposition 1B funds are limited to the cost of retrofitting the existing bridge.  
4 The in-kind bridge replacement costs over this limit are not eligible as participating costs for Proposition 1B  
5 funds.

6 F. The westerly half of the existing Mission Boulevard Bridge, which was located in the unincorporated COUNTY  
7 area prior to July 1, 2011, is now in the newly formed City of Jurupa Valley.

8 G. The CITIES desire to cooperate and jointly participate in sponsoring and implementing the PROJECT  
9 including funding the required local match.

10 H. Exhibit A of this Agreement is a brief Project Factsheet. The Factsheet provides for a concise project scope  
11 of work, preliminary cost estimates by project phase, the approximate cost sharing ratio for each city, and the  
12 anticipated funding sources to cover these costs. The cost and schedule information provided in the  
13 Factsheet are approximate in nature and subject to change as the project is developed and detailed  
14 information became available. The information is based on the limited preliminary studies performed with the  
15 sole purpose of programming the project in the Federal Transportation Improvement Program (FTIP) and to  
16 assist the CITIES with long term fiscal planning for the matching local funds.

17 I. Although the PROJECT is located within the jurisdictional boundaries of the CITIES, the PARTIES desire to  
18 designate the COUNTY as the lead agency for the overall development and implementation of the PROJECT,  
19 since COUNTY has extensive experience in the development and implementation of large bridge projects  
20 involving Federal and State agencies. COUNTY will therefore provide the administrative, technical,  
21 managerial, and support services necessary for the development of the PROJECT.

22 J. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY,  
23 JURUPA, and RIVERSIDE with respect to each PARTY's roles and responsibilities for the PROJECT.

## 24 **AGREEMENT**

25 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as  
26 follows:

### 27 **SECTION 1 • COUNTY shall:**

28 1. Act as the lead agency on behalf of the CITIES for the overall development and implementation of the  
29 PROJECT. All services are dependent on the continued availability of the federal HBP funds, matching State

1 Seismic Bond (Proposition 1B) funds, and CITIES identifying and obtaining any additional matching funds  
2 from regional and/or local funding sources for each phase of the PROJECT. COUNTY is providing services  
3 on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for any portion of  
4 the PROJECT except as noted otherwise elsewhere in this agreement.

5 2. Work with the CITIES to identify the required matching funds from potentially eligible regional programs  
6 and/or other local sources to fully fund all PROJECT phases. These would include the Planning and  
7 Environmental Documentation (PA/ED) phase, the final design, i.e., Plans, Specifications, and Estimate  
8 (PS&E) phase including right of way acquisition, and the bidding and construction phase.

9 3. Work with the CITIES to have funding authorized from the approved Federal HBP funds and secure the local  
10 matching funds including regional sources prior to initiating each phase of the PROJECT.

11 4. Retain a consultant to prepare the PA/ED documents, manage and oversee the work of the consultant, and  
12 work with the regulatory agencies to review, circulate, and approve the environmental document. Obtain the  
13 necessary construction permits from the regulatory agencies.

14 5. Retain a consultant to prepare the plans, specifications, and estimates (PS&E) for final design of the  
15 PROJECT. Prepare right of way documents in compliance with all applicable State and Federal laws and  
16 regulations. Conduct property acquisition activities, negotiations with property owners, and all pertinent  
17 eminent domain activities including resolution to exercise eminent domain.

18 6. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance  
19 with the local Agency Public Construction Code, the California Labor Code, State requirements, Federal  
20 requirements, and in accordance with the encroachment permits issued by CITIES.

21 7. Submit invoices to State and the CITIES periodically and as applicable, but not more frequent than monthly,  
22 for reimbursement of PROJECT costs.

23 8. Furnish CITIES a final reconciliation of project expenses within one hundred and twenty (120) days following  
24 the Notice of Completion and acceptance of the PROJECT. If final PROJECT costs are in excess of the  
25 available funds authorized for the PROJECT, COUNTY shall include a final bill for each CITY with the  
26 financial reconciliation.

27 **SECTION 2 • JURUPA shall:**

28 1. Work collaboratively with COUNTY and RIVERSIDE to identify additional matching funds, if needed, from  
29 potentially eligible regional programs and/or other eligible and available local sources to fund JURUPA'S



1 estimated share of local match for the respective portion of the PROJECT in JURUPA'S jurisdictional borders  
2 in order to fully fund the PROJECT.

- 3 2. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
4 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
5 other field activities required for preparation of conceptual planning studies in support of environmental  
6 document and construction permits, and subsequently upon authorization of the funding, for PS&E, right of  
7 way acquisition, and Construction of the PROJECT.
- 8 3. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the  
9 construction of PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
- 10 4. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.

11 **SECTION 3 • RIVERSIDE shall:**

- 12 1. Work collaboratively with COUNTY and JURUPA to identify additional matching funds, if needed, from  
13 potentially eligible regional programs and/or other local sources to fund RIVERSIDE'S estimated share of  
14 local match for the respective portion of the PROJECT in RIVERSIDE'S jurisdictional borders in order to fully  
15 fund the PROJECT.
- 16 2. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
17 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and  
18 other field activities required for preparation of conceptual planning studies in support of environmental  
19 document and construction permits, and subsequently upon authorization of the funding, for PS&E, right of  
20 way acquisition, and Construction of the PROJECT.
- 21 3. Provide a representative to coordinate with the COUNTY's Project Manager during the development and the  
22 construction of PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
- 23 4. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.

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

- 25 1. Implementation of the PROJECT depends primarily on the availability and authorization of HBP funds,  
26 matching State Seismic Bond (Proposition 1B) funds, and the availability and approval of any needed  
27 additional matching funds coming from regional and/or local funding sources. The Chapter 6 "Highway Bridge  
28 Program (HBP, formerly known as Highway Bridge Replacement and Rehabilitation Program or HBRRP)" of  
29 the State's Local Assistance Program Guidelines (LAPG) provides the local project sponsors with guidelines

1 for financing the replacement and rehabilitation projects of the deficient locally owned public highway bridges.  
2 PARTIES understand that the provisions for the "Project Closure During Preliminary Engineering (PE)" are  
3 provided in "Article 6.7.6" of the said Chapter and regulates the use of HBP funds authorized for the PE.  
4 Accordingly, *"if a local agency develops the final Plans Specifications and the Estimate (PS&E) and the*  
5 *project is never advertised due to local match funding constraints, the HBP participation will be limited to the*  
6 *cost of scoping the project, and developing the federal environmental documents. The engineering work to*  
7 *develop the final PS&E will be non-participating. Federal law does not authorize federal funds to be used to*  
8 *develop shelf projects.*

9 *Any other reasons for canceling a project may not be grounds for reimbursement of PE costs. If a local*  
10 *agency cancels (as opposed to choosing the 'no build' option) a project, all PE funds must be returned to the*  
11 *State. The State will then return the funds to FHWA."*

12 2. COUNTY, JURUPA and RIVERSIDE acknowledge and agree that any funding shortfall for the completion of  
13 the PROJECT will be the sole responsibility of JURUPA and RIVERSIDE for the respective portions of the  
14 PROJECT within their own jurisdictional boundaries. Nothing in this Agreement is intended to commit the  
15 COUNTY to funding any portion of the PROJECT, or shall be construed as obligating the COUNTY to provide  
16 replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer  
17 available except as noted below in Item 3. In the event that adequate funds are not available to move forward  
18 or to complete the PROJECT, all PARTIES agree to meet and confer and collectively work to identify  
19 adequate funding for PROJECT.

20 3. COUNTY acknowledges that JURUPA, a recently incorporated city, has not received state funds as  
21 anticipated during its incorporation process, and cannot rely upon these funds under the current law. As a  
22 result of the funding shortfall and other economic circumstances, JURUPA might not remain solvent in near  
23 future and might disincorporate for financial reasons. Should JURUPA disincorporate, COUNTY would be  
24 responsible for the JURUPA area including the area where PROJECT is located. Therefore, only in the event  
25 of JURUPA's disincorporation, COUNTY will succeed to JURUPA's financial obligations for the PROJECT.

26 4. COUNTY and CITIES mutually agree to budget for the fiscal year at the start of each fiscal year. This will be  
27 documented in a Project Budget Form to be approved by the authorized representatives of the CITIES and  
28 the COUNTY, which will identify total project budget for the upcoming fiscal year, available revenues and  
29 funding sources, expected expenditures of COUNTY staff and contracts engaged in project delivery. The

1 Project Budget Form will be amended as necessary throughout the year as required by project financial  
2 circumstances or as mutually agreed. In addition, COUNTY and CITIES will meet at the end of Phase 1 upon  
3 completion of the environmental documentation and clearance of the PROJECT and also at the end of Phase  
4 2, when the Final PS&E is completed, to review the PROJECT budget and to confirm that the local matching  
5 funds are programmed and available. In the event that all collective efforts to identify local funding sources  
6 fail and adequate funds are not available to move forward or to complete PROJECT, the process for "Project  
7 Closure during Preliminary Engineering" will be implemented. Should CITIES or one of the cities decide to  
8 proceed at risk with Phase 2, preparation of the Final PS&E, without confirming the availability of local  
9 matching funds for the construction of the PROJECT, and should the PROJECT fail to proceed into  
10 construction due to local match funding constraints, CITIES or that particular city, respectively, will be  
11 responsible for the reimbursement of the entire authorized and expended federal funds for FINAL PS&E back  
12 to the State as stipulated in the guidelines.

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

16 6. CITIES shall be responsible for the maintenance of the improvements provided by PROJECT that are located  
17 inside of their respective right-of-way boundaries.

18 7. COUNTY and CITIES mutually understand and agree that the cost and schedule information provided in  
19 Exhibit A, Project Factsheet, which consists of three (3) pages attached hereto and incorporated by this  
20 reference, are approximate in nature and subject to change and refinement as the project is developed and  
21 detailed information became available. The information is based on limited preliminary studies performed  
22 with the sole purpose of programming the project in the Federal Transportation Improvement Program (FTIP)  
23 and to assist the CITIES with long term fiscal planning for the matching local funds. The Project Budget  
24 Form, which will be reviewed and updated at the start of each fiscal year, will be the sole source of up to date  
25 project budget, schedule, and cost sharing information for fiscal planning and necessary adjustments as the  
26 project is developed.

27 8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all  
28 PARTIES and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES  
29 hereto.

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

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

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

18 12. In the event that RIVERSIDE defaults in the performance of any of its obligations under this Agreement or  
19 materially breaches any of the provisions of this Agreement, the COUNTY and JURUPA shall have the option  
20 to terminate this Agreement upon 90 days written notice to RIVERSIDE.

21 13. In the event of any arbitration, action or suit brought by either CITIES or COUNTY against the other by reason  
22 of any breach on the part of the other party or any of the covenants and agreements set forth in this  
23 Agreement, or any other dispute between the COUNTY and CITIES concerning this Agreement, the  
24 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to  
25 have and recover from the other party all costs and expenses or claims, including but not limited to attorneys  
26 fees and expert witness fees. This section shall survive any termination of this Agreement.

27 14. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or  
28 unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the  
29 remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.



- 1 15. This Agreement is to be construed in accordance with the laws of the State of California.
- 2 16. Neither the CITIES nor COUNTY shall assign this Agreement without the written consent of the other party.
- 3 17. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights  
4 provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State  
5 of California, and the parties hereto waive all provisions of law providing for a change of venue in such  
6 proceedings to any other county.
- 7 18. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of  
8 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITIES or  
9 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not  
10 be construed against the party that prepared it in its final form.
- 11 19. Any waiver by COUNTY or CITIES of any breach by any other party of any provision of this Agreement shall  
12 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.  
13 Failure on the part of COUNTY or CITIES to require from any other party exact, full and complete compliance  
14 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms  
15 hereof, or stopping COUNTY or CITIES from enforcing this Agreement.
- 16 20. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are  
17 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation  
18 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in  
19 this Agreement, is null and void.
- 20 21. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
21 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
22 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 23 22. All PARTIES shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a  
24 minimum period of three (3) years from the date of Notice of Completion of the PROJECT.
- 25 23. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing  
26 and delivered to the following addresses or such other address as the PARTIES may designate:  
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**COUNTY:**

Riverside County Transportation Department  
Attn: Patty Romo, Assistant Director of Transportation  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-6740  
Fax: (951) 955-3198

**JURUPA:**

City of Jurupa Valley  
Attn: Jim Smith, City Engineer  
8304 Limonite Avenue Suite "M"  
Jurupa Valley, CA 92509  
Phone: (951) 332-6464  
Fax: (951) 332-6995

**RIVERSIDE:**

City of Riverside  
Attn: Tom Boyd, Public Works Director  
3900 Main Street  
Riverside, CA 92501  
Phone: (951) 826-5341  
Fax: (951) 826-2046

24. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

**[Signatures of Parties on Following Page(s)]**

**APPROVALS**

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**CITY OF JURUPA VALLEY**


APPROVED BY:

 Dated: 6/4/2015

Gary S. Thompson

City Manager

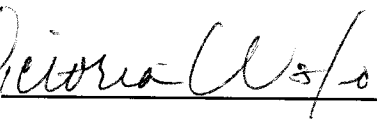
APPROVED AS TO FORM:

 Dated: 6/4/2015

Peter M. Thorson

City Attorney

ATTEST:

 Dated: 6/4/2015

Victoria Wasko

City Clerk

**CITY OF RIVERSIDE**

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

Name

Title

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

Name

Title

ATTEST:

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Name

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APPROVALS

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CITY OF JURUPA VALLEY

APPROVED BY:

\_\_\_\_\_ Dated: \_\_\_\_\_

Name

Title

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: \_\_\_\_\_

Name

Title

ATTEST:


\_\_\_\_\_ Dated: \_\_\_\_\_

Name

Title

CITY OF RIVERSIDE

APPROVED BY:

 \_\_\_\_\_ Dated: 6/22/15

Name Al Zelinka

Title Assistant City Manager

APPROVED AS TO FORM:

 \_\_\_\_\_ Dated: 6-3-15

Name A. BEAUMON

Title Deputy City Attorney

ATTEST:

 \_\_\_\_\_ Dated: 6/22/15

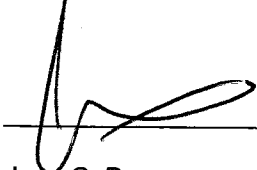
Name Colleen Nicol

Title City Clerk



1 **COUNTY OF RIVERSIDE**

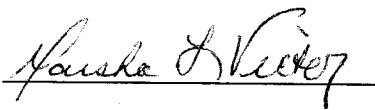
2 RECOMMENDED FOR APPROVAL:

3  
4  Dated: 8/6/15  
5 Juan C. Perez

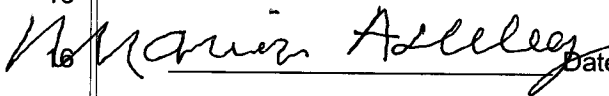
6 Director of Transportation and Land Management

7  
8 APPROVED AS TO FORM:

9 Gregory P. Priamos, County Counsel

10  
11  Dated: 8/18/15  
12 By Deputy

13  
14 APPROVAL BY THE BOARD OF SUPERVISORS:

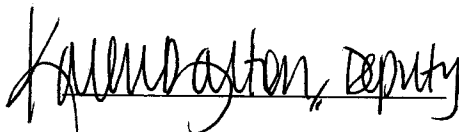
15  
16  Dated: SEP 01 2015

17  
18 MARION ASHLEY

19 PRINTED NAME

20 Chairman, Riverside County Board of Supervisors

21  
22 ATTEST:

23  
24  Dated: SEP 01 2015  
25 Kecia Harper-Ihem

26 Clerk of the Board (Seal)

## Exhibit A - PROJECT FACTSHEET

**Project Title:** Mission Blvd. Bridge Over Santa Ana River  
Bridge Replacement Project - (Br. No. 56C-0071)  
Federal Project Number: BRLSZ-5956(192)

**Estimated Total Project Cost:** \$38,485,000

### Project Scope of Work

This project proposes to replace the existing Mission Boulevard Bridge (Br. No. 56C-0071) over the Santa Ana River near Mount Rubidoux in Riverside County. The existing bridge was slated for seismic retrofitting by Riverside County in cooperation with the California State Department of Transportation (CALTRANS) under the Local Agency Seismic Safety Retrofit Program (LSSRP). An as-built seismic assessment of the existing bridge was performed and a retrofit strategy was developed to seismically strengthen the structure in April 1997. CALTRANS approved changing the retrofit strategy to total bridge replacement based on the results and recommendations of two subsequent studies. These were a geotechnical study and then a follow up "Limited Feasibility Study and Final Retrofit Strategy Report", which assessed the bridge site for liquefaction potential and developed alternative retrofit strategies including a total bridge replacement alternative. Due to the findings of high liquefaction potential for the site soils, significant ground improvements and foundation retrofit measures were necessary. Total replacement of the bridge was approved considering the relatively high cost of proposed foundation improvements and other retrofit measures.

The existing Mission Boulevard Bridge carries four lanes of traffic over the Santa Ana River (two lanes in each direction). It is an 11-span bridge supported on precast/pre-stressed I-Girders with a total length of 1104 feet. The General Plan Classification of the road is Arterial Highway. The bridge is on the Eligible Bridge List (ELB) for the Local Agency Seismic Safety Retrofit Program (LSSRP). The project is programmed to receive federal Highway Bridge Program (HBP) funds and qualifies for matching State Seismic Bond Funds (Proposition 1B). The in-kind bridge replacement will include similar bridge length and width with standard shoulders and sidewalks supported on precast or cast-in-place prestressed girder spans. The project is a non-capacity increasing seismic retrofit project.



**Existing Mission Blvd. Bridge at Santa Ana River (Looking West)**

**Bridge Data**

- Existing Length: 1104 ft Existing Width: 61 ft
- Proposed Length: 1104 ft Proposed Width: 84 ft
- Designated: Structurally Deficient (SD). Bridge site is subject to liquefaction.
- SR (Sufficiency Rating): 62.4
- Year Built: 1958
- Retrofit Strategy: Total Bridge Replacement

**Table 1 – Estimated Project Costs and Funding Sources**

<b>Project Phase</b>	<b>From (FY)</b>	<b>To (FY)</b>	<b>Cost</b>	<b>HBP Funds</b>	<b>(Prop.1B) Funds</b>	<b>Local Match</b>
PA/ED	2011/2012	2017/2018	\$2,314,000	\$2,049,000	N/A	\$265,000
PS&E	2017/2018	2019/2020	\$2,183,000	\$1,933,000	N/A	\$250,000
ROW	2017/2018	2019/2020	\$500,000	\$443,000	\$57,000	\$0
CONST.	2019/2020	2021/2022	\$33,488,000	\$29,647,000	\$2,193,000	\$1,648,000
<b>Total</b>	2011/2012	2021/2022	\$38,485,000	\$34,072,000	\$2,250,000	\$2,163,000

**Notes:**

1. The estimated project costs provided in Table 1 are approximate in nature and subject to change as the project is developed and detailed information became available. They are based on limited preliminary studies performed to assist with the HBP funding application to program the project and long term fiscal planning.
2. The total participating project cost eligible for HBP funds is \$38,485,000 for total bridge replacement. The HBP funds are allocated at 88.53% of the participating costs and the Local Matching Funds are calculated at 11.47%.
3. The State Seismic Bond (Prop. 1B) Funds can be used as Local Matching funds only for the Right of Way (ROW) and the construction phases of the project. PA/ED and PS&E development costs are non-participating costs for (Prop.1B) funds. Also, the total participating project cost eligible for matching State Seismic Bond Funds (Prop. 1B) is \$19,118,000, which is based on the estimated construction cost of retrofitting the existing bridge instead of replacing it. The cost includes the cost of construction engineering. The authorization of the Proposition 1B funds as shown in Table 1 is subject to the availability of the funds at the time of the request before right of way and construction phases.

**Projected Local Matching Funds from Each City:**

The border between the cities of Jurupa Valley and Riverside is located near the midpoint of the existing bridge. This results in an approximately 43% to 57% relative cost distribution between the City of Jurupa Valley and the City of Riverside. The estimated share of local matching funds for each city is:

City of Jurupa Valley:

FY2011/12 – FY2014/15:	\$15,670 (Cost from Sep. 2012 to Dec. 2014)
FY2014/15 – FY2017/18:	\$98,280 over 3 years
FY2017/18 – FY2019/20:	\$107,500 over 1 year - 8 months
FY2019/20 – FY2021/22:	\$708,640 over 2 years – 5 Months

City of Riverside:

FY2011/12 – FY2014/15:	\$20,772 (Cost from Sep. 2012 to Dec. 2014)
FY2014/15 – FY2017/18:	\$130,278 over 3 years
FY2017/18 – FY2019/20:	\$142,500 over 1 year - 8 months
FY2019/20 – FY2021/22:	\$939,360 over 2 years – 5 Months

Note:

The City of Jurupa Valley has been incorporated on July 1, 2011. The HBP funds has been authorized (E76) for the PA/ED Phase of the project on August 30, 2011.

**Tasks Completed**

- Limited Feasibility study and Final Retrofit Strategy Report justifying the total replacement of the bridge as the adopted retrofit strategy.
- Request for Authorization (RFA) to initiate the PA&ED phase of the project.
- Negotiation of the Engineering Services Agreement for the PA/ED Phase of the project with the design consultant.
- Pre-award audit of the Engineering Services Agreement.
- Aerial topography and surveying for the project.
- Spring surveys for the sensitive species.