

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



ITEM  
3.39  
(ID # 2905)

MEETING DATE:

Tuesday, December 6, 2016

FROM : TLMA-TRANSPORTATION:

SUBJECT: TLMA-TRANSPORTATION: Approval of the Service Agreement by and between County of Riverside, the City of Jurupa Valley, and the City of Riverside for Market Street Bridge Improvements at Santa Ana River. 2nd District; [\$40,900,000 - Total Cost]; Federal Funds 88.53% and Local Funds 11.47%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between County of Riverside (County), the City of Jurupa Valley (Jurupa), and the City of Riverside (Riverside) for Market Street Bridge Improvements at Santa Ana River; and
2. Authorize the Chairman of the Board to execute the same.

ACTION: Policy

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 400,000	\$ 600,000	\$ 40,900,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Federal (HBP) Highway Bridge Program (88.53%) and City of Jurupa Valley and City of Riverside funds (11.47%). There are no General Funds used in this project			Budget Adjustment:	No
			For Fiscal Year:	16/17-23/24

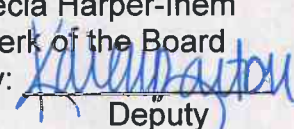
C.E.O. RECOMMENDATION: Approve

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Washington and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley  
Nays: None  
Absent: Benoit  
Date: December 6, 2016  
xc: Transp.

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

3.39

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

**BACKGROUND:**

**Summary**

The Market Street Bridge serves as a major link across the Santa Ana River for the residential and commercial communities in the northwestern Riverside County in the neighboring Cities of Jurupa Valley and Riverside.

Market Street is designated as an Arterial Highway in the County of Riverside General Plan. It serves as part of an alternate local route connecting Interstate 10 and State Route 60. The existing 2-lane bridge, which was constructed in 1953 and retrofitted for seismic safety in 2001, is on the federal Eligible Bridge List (EBL). It qualifies to receive federal Highway Bridge Program (HBP) funds for total replacement with a new 4-lane bridge because it is designated as Structurally Deficient and Functionally Obsolete with a current Sufficiency Rating (SR) of 45.1. Bridges with a sufficiency rating of less than 50 are eligible for replacement or rehabilitation.

The proposed Project will replace the existing 2-lane bridge with a new state of the art 4-lane bridge and reconstruct the connecting approach roadways to mitigate geometric and structural deficiencies. The existing bridge has a total length of 1195 ft.

The existing bridge, with the exception of the easterly most end, is located in the City of Jurupa Valley. Since the bridge is primarily located within the City of Jurupa Valley, Jurupa Valley is the implementing agency responsible for sponsoring and funding the Project. The City of Riverside desires to cooperate, coordinate, and participate in funding the required local match for the portion of the Project in the City of Riverside's jurisdictional borders. In accordance with the California Environmental Quality Act (CEQA), Jurupa Valley will be the Lead Agency to consider and approve any and all environmental documents required by CEQA. The City of Riverside will be a Responsible Agency to consider and approve any and all environmental documents required by CEQA as it pertains to the portions of the Project located within the City of Riverside's jurisdictional boundaries. Although the Project is located within the jurisdictional boundaries of the Cities, both Jurupa Valley and Riverside desire to designate the County as the Agency responsible for the overall development and implementation of the Project since the County has extensive experience in the development and implementation of large bridge projects involving Federal and State agencies. The County will therefore provide the administrative, technical, managerial, and support services necessary for the development of the Project.

The purpose of the Service Agreement is to memorialize the mutual understandings by and between the County, Jurupa Valley, and Riverside. All services are dependent on the continued availability of the HBP funds as well as the Cities securing the necessary funding for the local match. The County is providing services and project management on a reimbursable basis, and has no obligation with regard to the County funding any portion of the Project.

Exhibit A of the Service Agreement is a Project Fact Sheet, which provides for a brief scope of work, preliminary cost estimates by Project Phase, and the anticipated funding sources to cover these costs.

County Counsel has approved the Agreement as to form.



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

**Impact on Residents and Businesses**

The current Annual Average Daily Traffic (AADT) of 17,821 vehicles is considered high for a two lane roadway. The new bridge will be constructed to accommodate four traffic lanes with standard shoulders, thus providing increased capacity and congestion relief particularly during peak hour traffic. The project is expected to have minimum impact on the surrounding environment and the community during the development and construction. The replacement bridge will be designed in accordance with the latest state of the art bridge design criteria, thus removing the fracture critical bridge from the inventory.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Estimated Project Costs and Funding Sources

<i>Project Phase</i>	<i>Cost</i>	<i>HBP Funds</i>	<i>Local Match</i>
<i>Preliminary Engineering &amp; Environmental Clearance (PA/ED)</i>	\$2,105,000	\$1,864,000	\$241,000
<i>Final Design (PS&amp;E)</i>	\$2,000,000	\$1,771,000	\$229,000
<i>Right-of-Way (ROW)</i>	\$400,000	\$354,000	\$46,000
<i>Construction (CONST)</i>	\$36,395,000	\$32,220,000	\$4,175,000
<b>Total</b>	<b>\$40,900,000</b>	<b>\$36,209,000</b>	<b>\$4,691,000</b>

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

The border between the cities of Jurupa Valley and Riverside is located at the east end of the existing bridge. The bridge structure itself is primarily within the City of Jurupa Valley while the easterly approach road is entirely within the City of Riverside. This results in an approximate 91% to 9% 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 as follows:

City of Jurupa Valley: \$4,268,810

City of Riverside: \$422,190

No County funds will be used on this project.

Prior to incorporation of the City of Jurupa Valley, the County had collected and currently holds a balance of \$700,000 in cash-in-lieu deposits for the City of Jurupa Valley. The County and City of Jurupa Valley have mutually agreed to use these funds towards the preliminary engineering, design, and right of way of the bridge. The construction phase will not commence until construction funds have been identified and are available.

**ATTACHMENTS:**


Vicinity Map

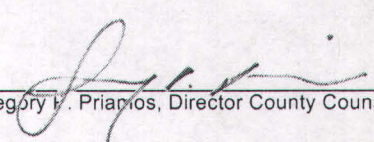


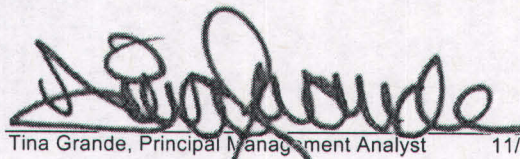
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

Agreement

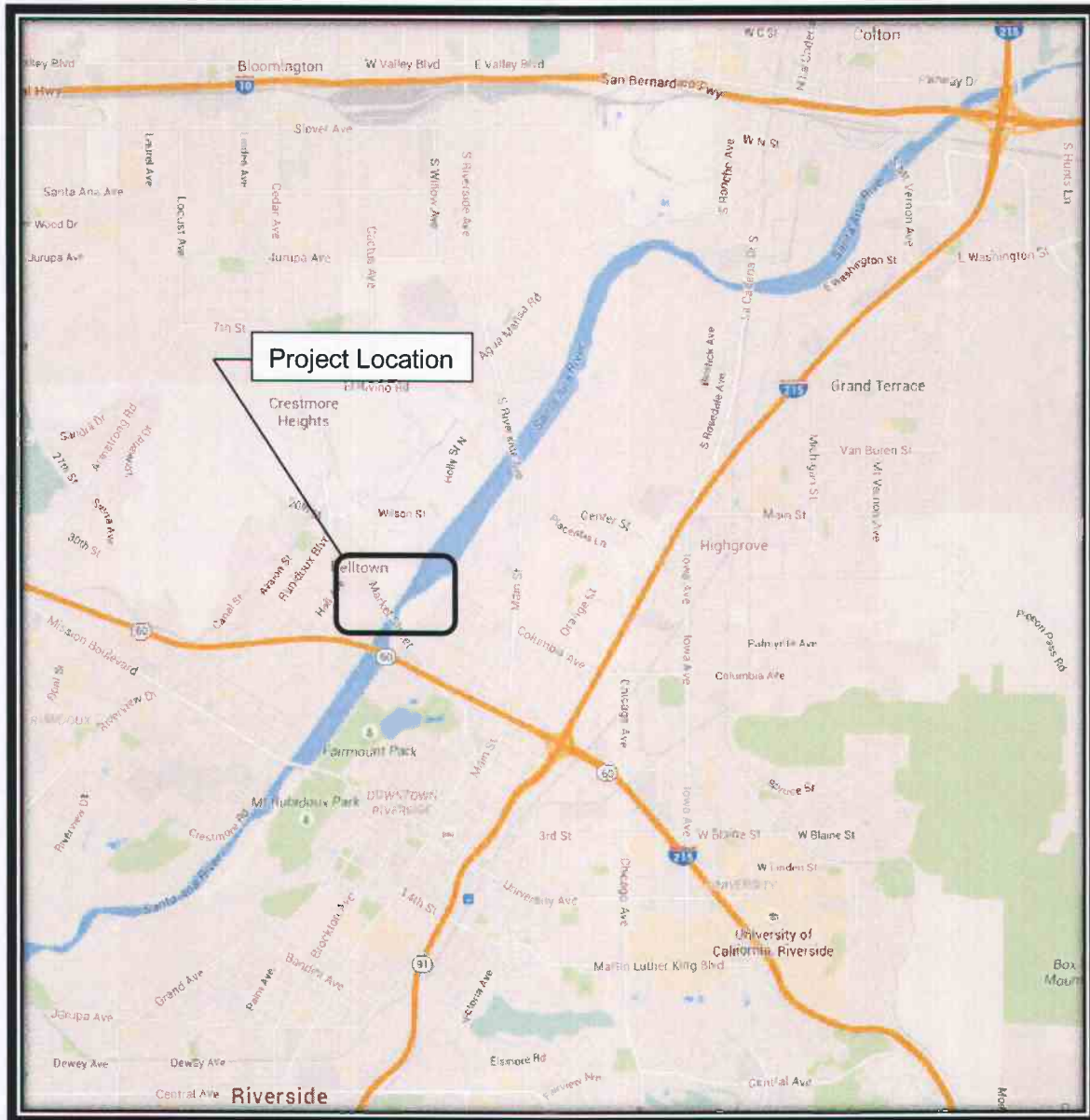
  
\_\_\_\_\_  
Gregory H. Priamos, Director County Counsel 11/21/2016

  
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Patricia Romo, Director of Transportation 11/17/2016

  
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Gregory H. Priamos, Director County Counsel 11/21/2016

  
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Tina Grande, Principal Management Analyst 11/29/2016

## ***Market Street Bridge Improvements at Santa Ana River***



**VICINITY MAP**



Market Street Bridge at Santa Ana River (Br.No.56C0024)

**SERVICE AGREEMENT BY AND BETWEEN**

1  
2 WHEN DOCUMENT IS FULLY EXECUTED RETURN  
3 **CLERK'S COPY**

**COUNTY OF RIVERSIDE**

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

**AND**

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

**FOR**

**MARKET STREET BRIDGE IMPROVEMENTS AT SANTA ANA RIVER**

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6  
7  
8 This Agreement is entered into this 16th day of December, 2016, by and between the County of  
9 Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley, (hereinafter "JURUPA") and the City of Riverside  
10 (hereinafter "RIVERSIDE") for the development and implementation of a project (PROJECT) to replace the  
11 existing Market Street Bridge (Br.No.56C0024) over Santa Ana River and to reconstruct the approach roadways  
12 connecting to the new bridge located within the jurisdictional boundaries of both JURUPA and RIVERSIDE.  
13 JURUPA and RIVERSIDE collectively are sometimes hereinafter referred to as "CITIES". The COUNTY,  
14 JURUPA and RIVERSIDE are sometimes hereinafter referred to individually as the "PARTY" and collectively as  
15 the "PARTIES".  
16

17 **RECITALS**

- 18 A. Market Street Bridge serves as a major link across the Santa Ana River for the residential and commercial  
19 communities in the northwestern Riverside County in the neighboring Cities of Jurupa Valley and Riverside.  
20 Market Street, designated as an Arterial Highway in the Riverside County General Plan, serves as part of an  
21 alternate local route connecting Interstate 10 and State Route 60.  
22 B. The existing 2-lane bridge, which was constructed in 1953 and retrofitted for seismic safety in 2001, is on the  
23 federal Eligible Bridge List (EBL). It qualifies to receive federal Highway Bridge Program (HBP) funds for total  
24 replacement with a new 4-lane bridge since it is designated as Structurally Deficient (SD) and Functionally  
25 Obsolete (FO) with a current Sufficiency Rating (SR) of 45.1. The structure is considered functionally  
26 obsolete due to its narrow width relative to the approach roadways and the lack of standard shoulders. The  
27 current Annual Average Daily Traffic (AADT) of 17,821 vehicles is considered high for a two lane roadway.  
28 C. The existing bridge deck is constructed on two steel plate girders over 12 spans with a total length of 1195 ft.  
29 It is further supported on reinforced concrete pier walls founded on driven concrete piles. Having only two

girders as primary load carrying members and not having an alternate load path, the structure is classified as Fracture Critical. The recent Fracture Critical inspections conducted by the State engineers have detected numerous cracked welds in the transverse stiffener to top flange connections in most of the spans supported on welded plate girders. Some of these cracks have been observed progressing in successive inspections. The cracks on primary load carrying members such as these welded steel plate girders with non-redundant load paths are serious structural problems as failure of one of the main members could lead to the collapse of an entire span or multiple spans. The existing Market Street Bridge receives a "Fracture Critical" Bridge Inspection every two years in addition to the biennial routine bridge inspections in order to monitor its structural condition.

D. The PROJECT proposes to replace the existing 2-lane bridge with a new state of the art 4-lane bridge and reconstruct the connecting approach roadways to mitigate the geometric and the structural deficiencies stated above. Since the PROJECT is funded with HBP Funds, it must conform to the processes and procedures of the Caltrans Office of Local Programs.

E. Prior to the incorporation of the newly formed City of Jurupa Valley, the Market Street Bridge was located on the border between the COUNTY and the City of Riverside with the COUNTY being responsible for the maintenance of the bridge. The existing bridge with the exception of its east approach roads and the east abutment appurtenances such as wing walls and the metal beam guardrails was located in the unincorporated COUNTY area. It is now in the City of Jurupa Valley.

F. Since the bridge is essentially located within the City of Jurupa Valley, JURUPA is the implementing agency responsible for sponsoring and funding the PROJECT. RIVERSIDE desires to cooperate, coordinate, and participate in funding the required local match for the respective portion of the PROJECT in RIVERSIDE's jurisdictional borders.

G. Public agencies may jointly exercise any power common to them pursuant to Government Code section 6502 and Code of Civil Procedure section 1240.140(b). California Government Code section 6502 provides that "[i]f authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting parties". California Code of Civil Procedure section 1240.140(b) provides that "[t]wo or more public agencies may enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not processed in common, for acquisition of property as a single parcel". The COUNTY and the CITIES are public agencies within the meaning of Government

Code section 6500 *et seq.* and possess the common power to acquire real property and construct facilities thereon for street and highway purposes.

H. The COUNTY and the CITIES desire to designate the COUNTY as the agency responsible to perform right-of-way activities and to acquire the necessary real property interests for the PROJECT, including eminent domain, if necessary, on behalf of CITIES, in accordance with applicable law, including Government Code section 7260 *et seq.* and the Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*

I. In accordance with the California Environmental Quality Act (CEQA), JURUPA will be the Lead Agency to consider and approve any and all environmental documents required by CEQA.

J. RIVERSIDE will be a Responsible Agency to consider and approve any and all environmental documents required by CEQA as it pertains to the portions of the PROJECT located within RIVERSIDE's jurisdictional boundaries.

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

L. In accordance with the National Environmental Protection Act (NEPA), Federal Highway Administration (FHWA) is the Lead Agency for the NEPA document. In the State of California, FHWA delegates this responsibility to the State Department of Transportation (Caltrans). So, Caltrans will act as the Lead Agency for the NEPA document on behalf of FHWA.

M. COUNTY issued a request for proposals and selected Dokken Engineering to provide the necessary environmental and engineering services for developing the PROJECT.

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

## AGREEMENT

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



**SECTION 1 • COUNTY shall:**

1. Act on behalf of the CITIES as the Agency responsible for the overall development and implementation of the PROJECT. All services are dependent on the continued availability of the federal HBP funds and CITIES identifying and obtaining any additional matching funds from regional and/or local funding sources for each phase of the PROJECT. COUNTY is providing services on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for any portion of the PROJECT except as noted otherwise elsewhere in this Agreement.
2. Work with the CITIES to identify the required matching funds from potentially eligible regional programs and/or other local sources to fully fund all PROJECT phases. These would include the planning and environmental documentation (PA/ED) phase, the final design, i.e., Plans, Specifications, and Estimate (PS&E) phase including right of way acquisition, and the bidding and construction phase.
3. Work with the CITIES to have funding authorized from the approved Federal HBP funds and secure the local matching funds including regional sources prior to initiating each phase of the PROJECT.
4. Agree that the County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching funds for the PA/ED and PS&E phases including right of way acquisition activities until said funds are exhausted.
5. Retain a consultant to prepare the PA/ED documents, manage and oversee the work of the consultant, and work with the regulatory agencies to review, circulate, and approve the environmental document. Obtain the necessary construction permits from the regulatory agencies.
6. Retain a consultant to prepare the plans, specifications, and estimates (PS&E) for final design of the PROJECT.
7. Perform right-of-way activities required to acquire the necessary real property interests for the PROJECT including appraisals, acquisition, relocation and condemnation, if necessary, in accordance with applicable law, including Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.*
8. Identify utility conflicts and design for and coordinate relocations for the PROJECT, if necessary.
9. Deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-way manuals, procedures, and guidelines, free and clear of all encumbrances detrimental to the CITIES' present and future uses not later than the date of acceptance by the CITIES of maintenance and operation of the

PROJECT. Acceptance of said title by the CITIES is subject to a review of a Policy of Title Insurance in the CITIES' name to be provided by the COUNTY.

10. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code section 6502 and California Code of Civil Procedure section 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as agency responsible for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within the CITIES' jurisdiction that are necessary for the Project. The Resolution shall provide that the COUNTY shall exercise the CITIES' power of eminent domain in accordance with Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section 1245.230.

11. Prepare certain right-of-way documents in compliance with all applicable State and Federal laws and regulations. Documents to be prepared by the COUNTY include but are not limited to Legal Descriptions, Plats, Right-of-way Maps and Appraisals.

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

13. Submit invoices to State and the CITIES periodically, but not more frequent than monthly, for reimbursement of PROJECT costs.

## **SECTION 2 • JURUPA shall:**

1. In accordance with the California Environmental Quality Act (CEQA), act as the Lead Agency to consider and approve all environmental documents required under CEQA.

2. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the authority of California Government Code section 6502 and California Code of Civil Procedure section 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as the agency responsible for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall provide that the CITY shall grant to the COUNTY, the CITY's power of eminent domain to acquire the



1 necessary real property interests and of rights of way located within the CITY's jurisdiction in connection with  
2 the PROJECT and that the COUNTY shall exercise the CITY's power of eminent domain in accordance with  
3 Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly,  
4 the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing  
5 body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section  
6 1245.230. The CITY agrees to cooperate with the COUNTY in the COUNTY's exercise of the CITY's power  
7 of eminent domain.

8 3. Work collaboratively with COUNTY and RIVERSIDE to identify local matching funds including potentially  
9 eligible regional programs and/or other local sources to fully fund the PROJECT.

10 4. Agree that the County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the  
11 City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching  
12 funds for the PA/ED and PS&E phases including right of way acquisition activities until said funds are  
13 exhausted.

14  
15 5. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
16 contractor, an encroachment permit authorizing entry onto JURUPA's right-of-way to perform all surveys and  
17 other field activities required for preparation of conceptual planning studies in support of environmental  
18 document and construction permits, and subsequently upon authorization of the funding, for PS&E, right of  
19 way acquisition, and construction of the PROJECT.

20 6. Provide a representative to coordinate and cooperate with the COUNTY's Project Manager during the  
21 development and the construction of PROJECT, to provide prompt reviews and approvals, as appropriate, of  
22 submittals by the COUNTY, and to verify facilities are constructed as required by this Agreement.

23 7. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.  
24

25 **SECTION 3 • RIVERSIDE shall:**

26 1. In accordance with the California Environmental Quality Act (CEQA), act as a Responsible Agency to  
27 consider and approve all environmental documents required under CEQA as pertinent to the portions of the  
28 PROJECT located within the jurisdictional boundaries of RIVERSIDE.

29 2. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the

1 authority of California Government Code section 6502 and California Code of Civil Procedure section  
2 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as the agency  
3 responsible for land acquisition services, including acquisition by eminent domain, if necessary, of real  
4 properties located within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall  
5 provide that the CITY shall grant to the COUNTY, the RIVERSIDE's power of eminent domain to acquire the  
6 necessary real property interests and of rights of way located within the CITY's jurisdiction in connection with  
7 the PROJECT and that the COUNTY shall exercise the CITY's power of eminent domain in accordance with  
8 Government Code section 7260 et seq. and Code of Civil Procedure section 1230.010 et seq. Accordingly,  
9 the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing  
10 body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section  
11 1245.230. The CITY agrees to cooperate with the COUNTY in the COUNTY's exercise of the CITY's power  
12 of eminent domain.

- 13 3. Work collaboratively with COUNTY and JURUPA to identify local matching funds including potentially eligible  
14 regional programs and/or other local sources to fully fund the required local match for the respective portion of  
15 the PROJECT in RIVERSIDE's jurisdictional borders.
- 16 4. 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 RIVERSIDE's right-of-way to perform all surveys  
18 and 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 5. Provide a representative to coordinate and cooperate with the COUNTY's Project Manager during the  
22 development and the construction of PROJECT, to provide prompt reviews and approvals, as appropriate, of  
23 submittals by the COUNTY, and to verify facilities are constructed as required by this Agreement.
- 24 6. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.

25  
26 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 27 1. Implementation of the PROJECT depends primarily on the availability and authorization of HBP funds, and  
28 the matching local funds coming from regional and/or local funding sources. The Chapter 6 "Highway Bridge  
29 Program (HBP, formerly known as Highway Bridge Replacement and Rehabilitation Program or HBRRP)" of



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

2. COUNTY, JURUPA and RIVERSIDE acknowledge and agree that any funding shortfall for the completion of the PROJECT will be the sole responsibility of JURUPA except RIVERSIDE will be responsible for funding the local match for the cost of the PROJECT only within the jurisdictional boundaries of the City of Riverside. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete PROJECT, all PARTIES agree to meet and confer and collectively work to identify adequate funding for PROJECT.

3. COUNTY and CITIES mutually agree to budget for the fiscal year at the start of each fiscal year. This will be documented in a Project Budget Form to be approved by the authorized representatives of the CITIES and the COUNTY, which will identify total project budget for the upcoming fiscal year, available revenues and funding sources, expected expenditures of COUNTY staff and contracts engaged in project delivery. The Project Budget Form will be amended as necessary throughout the year as required by project financial circumstances or as mutually agreed. In addition, COUNTY and CITIES will meet at the end of Phase 1 upon completion of the environmental documentation and clearance of the PROJECT and also at the end of Phase 2, when the Final PS&E is completed, to review the project budget and to confirm that the local matching funds are programmed and available. In the event that all collective efforts to identify local funding sources fail and adequate funds are not available to move forward or to complete PROJECT, the process for "Project Closure during Preliminary Engineering" will be implemented. Should CITIES or one of the cities decide to proceed at risk with Phase 2, preparation of the Final PS&E, without confirming the availability of local

1 matching funds for the construction of the PROJECT, and should the PROJECT fail to proceed into  
2 construction due to local match funding constraints, CITIES or that particular city, respectively, will be  
3 responsible for the reimbursement of the authorized and expended federal funds for FINAL PS&E back to the  
4 State as stipulated in the guidelines.

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

8 5. CITIES shall be responsible for the maintenance of the improvements provided by PROJECT that are located  
9 inside of their respective right-of-way boundaries.

10 6. Exhibit A of this Agreement, which consists of three (3) pages attached hereto and incorporated by this  
11 reference, is a brief Project Factsheet. The Factsheet provides for a brief project scope of work, preliminary  
12 cost estimates by project phase, the approximate cost sharing ratio for each city, and the anticipated funding  
13 sources to cover these costs. COUNTY and CITIES mutually understand and agree that the cost and  
14 schedule information provided in the Factsheet are approximate in nature and subject to change and  
15 refinement as the project is developed and detailed information became available. The information is based  
16 on limited preliminary studies performed with the sole purpose of programming the PROJECT in the Federal  
17 Transportation Improvement Program (FTIP) and to assist the CITIES with initial long term fiscal planning for  
18 the matching local funds. The Project Budget Form, which will be reviewed and updated at the start of each  
19 fiscal year, will be the sole source of up to date project budget, schedule, cost sharing information for fiscal  
20 planning and necessary adjustments as the PROJECT is developed.

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

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



CITIES under this Agreement.

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

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

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

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

13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. This Agreement is to be construed in accordance with the laws of the State of California.

15. Neither the CITIES nor COUNTY shall assign this Agreement without the written consent of the other party.

16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

- 1 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of  
2 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITIES or  
3 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not  
4 be construed against the party that prepared it in its final form.
- 5 18. Any waiver by COUNTY or CITIES of any breach by any other party of any provision of this Agreement shall  
6 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.  
7 Failure on the part of COUNTY or CITIES to require from any other party exact, full and complete compliance  
8 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms  
9 hereof, or stopping COUNTY or CITIES from enforcing this Agreement.
- 10 19. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are  
11 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation  
12 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in  
13 this Agreement, is null and void.
- 14 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third  
15 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any  
16 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.
- 17 21. All PARTIES shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a  
18 period of minimum three (3) years from the date of Notice of Completion of the PROJECT.
- 19 22. The term of this Agreement between the PARTIES expires six (6) months after the date of Notice of  
20 Completion of the PROJECT, or four (4) years, whichever is later, absent a default by the parties. All  
21 PROJECT activities shall be completed by the expiration date except PROJECT audits. CITIES shall issue a  
22 task order to the County authorizing audit support services should there be an audit of the PROJECT records  
23 by a Federal, State, or Local Authority after the expiration date. The agreed upon cost of audit support  
24 services as requested by CITIES and performed by the COUNTY after the expiration of this Agreement shall  
25 be the responsibility of CITIES and shall be funded with only local funds from the cities at the same cost  
26 sharing ratio used for PROJECT expenses for JURUPA and RIVERSIDE respectively.
- 27 23. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing  
28 and delivered to the following addresses or such other address as the PARTIES may designate:  
29



**COUNTY:**

Riverside County Transportation Department  
Attn: Patricia Romo, 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  
8930 Limonite Avenue  
Jurupa Valley, CA 92509  
Phone: (951) 332-6464  
Fax: (951) 332-6995

**RIVERSIDE:**

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

24. COUNTY, JURUPA and RIVERSIDE agree to request that WRCOG consider programming TUMF funding for the local share of the construction phase of the Project as part of the 2016 Biennial TIP Adjustment for the Northwest Zone expected in FY 2021-2024.

25. 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

CITY OF JURUPA VALLEY

APPROVED BY:

Laura Roughton Dated: 7-21-16

Name

Title

APPROVED AS TO FORM:

[Signature] Dated: \_\_\_\_\_

Name

Title

ATTEST:

B. W. [Signature] Dated: 7/21/16

Name

Title

CITY OF RIVERSIDE

APPROVED BY:

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

Name

Title

APPROVED AS TO FORM:

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

Name

Title

ATTEST:

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

Name

Title

APPROVALS

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: 9/16/14

Name A. Zelinka

Title ASST. CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_ Dated: 8/23/2016

Name Ruthann Elder

Title Deputy City Attorney

ATTEST:

\_\_\_\_\_ Dated: 9/16/2016

u Name Colleen J. Nicol

Title City Clerk



**COUNTY OF RIVERSIDE**

RECOMMENDED FOR APPROVAL:

 Dated: 11/16/16

Patricia Romo

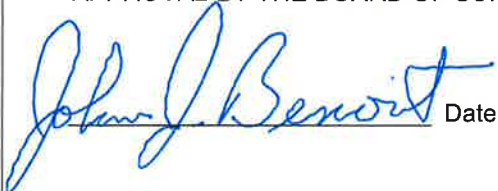
Director of Transportation

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

 Dated: 11/21/16  
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:


 Dated: DEC 06 2016

**JOHN J. BENOIT**

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: DEC 06 2016

Kecia Harper-Ihem

Clerk of the Board (Seal)

## **Exhibit A - PROJECT FACTSHEET**

**Project Title:** Market Street Bridge Over Santa Ana River  
Bridge Replacement Project - (Br. No. 56C-0024)  
Federal Project Number: BRLSZ-5956(200)

**Estimated Total Project Cost:** \$40,900,000

### **Project Scope of Work**

Market Street Bridge serves as a major link across the Santa Ana River for the residential and commercial communities in the northwestern Riverside County and the neighboring Cities of Jurupa Valley, Riverside, Colton, and the County of San Bernardino. Market Street, which is designated as an Arterial Highway in the Riverside County's General Plan, serves as part of an alternate local route connecting Freeway I-10 and SR-60. The existing Market Street Bridge is 33'-8" wide and carries two-lanes of traffic over the Santa Ana River (1-lane in each direction) plus a sidewalk along the north side that is separated by a concrete barrier from the vehicular traffic. The current Annual Average Daily Traffic (AADT) of 17,821 vehicles is high for the two lane roadway. The bridge is a 12-span steel plate girder structure with a total length of 1195 ft. It is supported on reinforced concrete pier walls founded on driven concrete piles. The existing bridge was constructed in 1953 and retrofitted for seismic safety in 2001.



**Existing Market Street. Bridge at Santa Ana River (Looking South)**

This Project proposes to replace the existing 2-lane Market Street Bridge (Br. No. 56C-0024) over the Santa Ana River with a new 4-lane bridge and reconstruct the connecting approach roadways. The existing bridge is eligible for bridge replacement funding through the federal Highway Bridge Program (HBP) with a current Sufficiency Rating (SR) of 45.1 and a condition

status of "Structurally Deficient". The structure is also considered functionally obsolete due to its deficient curb-to curb roadway width with no room for shoulders.

Market Street Bridge has only two steel plate girders as primary load carrying members. Having no alternate load path, the bridge is classified as a "Fracture Critical Structure". The recent "Fracture Critical" inspections conducted by the State engineers have detected numerous cracked welds in the transverse stiffener to top flange connections in most of the spans supported on welded plate girders. Some of these cracks have been observed progressing in successive inspections. Cracks on steel plate girders with non-redundant load paths can become serious structural problems as failure of one of the primary load carrying members could lead to collapse of an entire span or multiple spans. Cracks in Market Street Bridge are located where the bracing system, which is considered as a secondary load carrying component, is connected to the girders, the primary load carrying members. As a result, there is not an immediate safety concern. However, the cracks are being monitored and inspected periodically to make sure that they do not propagate into the primary load carrying components while the project is being developed for the total bridge replacement.

**Bridge Data**

- Existing Length: 1195 ft
- Proposed Length: 1195 ft
- Designated: Structurally Deficient (SD).
- SR (Sufficiency Rating): 45.1
- Year Built: 1953
- Scope: 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>Local Match</b>
PA/ED	2011/2012	2018/2019	\$2,105,000	\$1,864,000	\$241,000
PS&E	2018/2019	2020/2021	\$2,000,000	\$1,771,000	\$229,000
ROW	2018/2019	2020/2021	\$400,000	\$354,000	\$46,000
CONST.	2021/2022	2023/2024	\$36,395,000	\$32,220,000	\$4,175,000
<b>Total</b>	2011/2012	2023/2024	\$40,900,000	\$36,209,000	\$4,691,000

**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 the limited preliminary studies performed to assist with the HBP funding application in order to program the project and also for long term fiscal planning.
2. The total participating project cost eligible for the HBP funds is \$40,900,000 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%.



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

The border between the cities of Jurupa Valley and Riverside is located approximately at the east end of the existing bridge. The bridge structure itself is primarily within the City of Jurupa Valley while the easterly approach roads are entirely within the City of Riverside. This results in an approximate 91% to 9% relative cost distribution between the City of Jurupa Valley and the City of Riverside. So, the estimated share of local matching funds for each city is:

#### City of Jurupa Valley:

FY2011/12 – FY2015/16:	\$30,165 (Cost from Mar. 2012 to Jan. 2016)
FY2015/16 – FY2018/19:	\$189,145 over 3 years
FY2018/19 – FY2020/21:	\$250,250 over 2 years
FY2021/22 – FY2023/24:	\$3,799,250 over 2 years – 1 Month

#### City of Riverside:

FY2011/12 – FY2015/16:	\$2,983 (Cost from Mar. 2012 to Jan. 2016)
FY2015/16 – FY2018/19:	\$18,707 over 3 years
FY2018/19 – FY2020/21:	\$24,750 over 2 years
FY2021/22 – FY2023/24:	\$375,750 over 2 years – 1 Month

#### Notes:

1. 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 March 26, 2012.
2. The County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching funds for the PA/ED and PS&E phases including right of way acquisition activities.

### **Tasks Completed**

- A request (RFA) has been submitted and the approval has been received from the State to initiate the PA&ED phase of the project.
- A Draft Engineering Services Agreement for the PA/ED Phase of the project has been negotiated with the design consultant. Due to elapsed time since the negotiations, the Agreement has to be reviewed, revised and finalized.
- The federally required pre-award audit process for the consultant agreement had been completed. Due to elapsed time, it might be necessary to resubmit the consultant agreement for pre-award audit.
- The aerial topography and survey for the project has been completed.
- The required spring surveys for the sensitive species have been completed. It might become necessary to renew some of these environmental surveys.