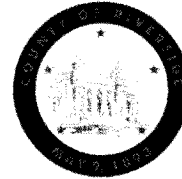


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.24
(ID # 5045)

MEETING DATE:

Tuesday, October 17, 2017

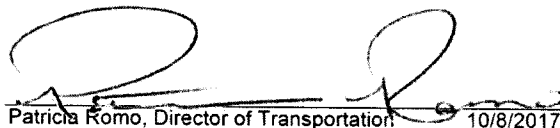
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Cooperative Agreement, Amendment 1 between the County of Riverside, cities
of Eastvale and Jurupa Valley, and the Riverside County Transportation
Commission for Construction of the Interstate 15/Limonite Avenue Interchange
Project. District 2; [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County) and the cities of Eastvale and Jurupa Valley and the Riverside County Transportation Commission (RCTC) for the I-15/Limonite Avenue Interchange Project; and
2. Authorize the Chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 10/8/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: October 17, 2017
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: No General Funds are used on this project			Budget Adjustment:	No
			For Fiscal Year:	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County is proposing to reconstruct the Limonite Avenue/I-15 Interchange (project) which is located within the jurisdictions of the cities of Eastvale and Jurupa Valley. On January 29, 2013 (item 3-47), the Board of Supervisors approved the Cooperative Agreement By and Between Riverside County and City of Jurupa Valley and City of Eastvale for Limonite Avenue/Interstate 15 Interchange Improvements. The Agreement provided the terms and conditions for completing the overall development of the Environmental, Design and Right of Way acquisition phases of the project.

Design is nearing completion, right of way acquisition is in progress, and funding has been obtained for construction. The cities of Eastvale and Jurupa Valley now desire to have the County of Riverside continue as the lead agency for the construction phase of the project. This Amendment 1 to the Cooperative Agreement is necessary to define the terms and conditions by which the project will be administered, managed, constructed, maintained, and financed. The Riverside County Transportation Commission (RCTC) has been added as a party to this Agreement for the Administration of Senate Bill (SB) 132 funds.

SB132 included a provision which added \$48 million for the reconstruction of the Limonite Avenue/I-15 Interstate to the 2017 State budget. SB 132 funding will be distributed through RCTC.

This Amendment 1 to the Cooperative Agreement is scheduled to go before the City of Eastvale Council on October 11, 2017 and the City of Jurupa Valley City Council on October 5, 2017 for execution.

A construction cooperative agreement between the County and the State of California Transportation Department (Caltrans) appears on this agenda as a separate item and defines the terms and conditions by which Caltrans provides the authority to the County to advertise, award, and administer a construction contract on the State Highway system.

Impact on Residents and Businesses

The I-15/Limonite Avenue Interchange project will improve traffic congestion and the quality of life for the local residents and businesses. Freeway travel will be improved due to the reduced congestion at the ramp intersections on Limonite Avenue. The interchange will remain open for the duration of the construction with the exception of limited short term closures, typically during the night.

SUPPLEMENTAL:

Additional Fiscal Information

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

On April 6, 2017, the California Senate approved Senate Bill Number 132 (hereinafter "SB-132") which added appropriation to the budget bill to provide \$427,172,000 for five major transportation projects. SB-132 includes provisions for providing funding in the amount of \$48 Million for the construction on the I-15/Limonite Avenue Interchange project. SB-132 funds for the project will be distributed through the RCTC.

The Cities of Eastvale and Jurupa Valley will be 100% responsible for the funding of the project. No county funds will be used.

ATTACHMENTS:

Agreement
Vicinity Map
Project Improvements Exhibit



Tina Grande, Principal Management Analyst

10/8/2017



Gregory Y. Priamos, Director County Counsel

10/4/2017

REVISED

AMENDMENT 1

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND

CITY OF JURUPA VALLEY AND CITY OF EASTVALE

FOR

LIMONITE AVENUE/INTERSTATE 15 INTERCHANGE IMPROVEMENTS

This Amendment 1 (hereinafter "Amendment") to a Cooperative Agreement ("Agreement") is entered into this 22nd day of March, 2018, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"), Riverside County Transportation Commission (hereinafter "COMMISSION"), the City of Jurupa Valley, a municipal corporation (hereinafter "JURUPA VALLEY"), and the City of Eastvale, a municipal corporation (hereinafter "EASTVALE"), for the provision of certain activities related to construction of the Interchange overcrossing and ramp improvements located at the interchange of Limonite Avenue and Interstate 15 ("I-15 Interchange" or "Interchange"), (herein after "PROJECT"), currently located within the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.

RECITALS

- A. On January 29, 2013, the COUNTY, JURUPA VALLEY and EASTVALE entered into an agreement entitled "Cooperative Agreement By and Between Riverside County and City of Jurupa Valley and City of Eastvale for Limonite Avenue/Interstate 15 Interchange Improvements." The Agreement provides the terms and conditions, scope of work, and budget for completing the overall development of the Environmental, Design and Right-of-Way acquisition phases of the PROJECT
- B. The COUNTY, JURUPA VALLEY, and EASTVALE now desire to amend the Agreement to designate the COUNTY as lead agency for the overall development and implementation of the Bidding and Construction

1 phases of the PROJECT. The COUNTY has extensive experience in the development and implementation of
2 interchange projects involving Federal and State agencies. Keeping the COUNTY as the lead will facilitate
3 continuity in the development and implementation of the PROJECT. The COUNTY will therefore provide the
4 administrative, technical, managerial and support services necessary to complete the construction of the
5 PROJECT.

6 C. The COUNTY, JURUPA VALLEY and EASTVALE desire to amend the Agreement to include and to define
7 the terms and conditions under which said Project is to be administered, engineered, coordinated, managed,
8 constructed, maintained, and financed.

9 D. The COUNTY, JURUPA VALLEY and EASTVALE desire to also amend Exhibit "C" to reflect the change to
10 Project costs and funding, a copy of which is amended herein and attached hereto as Exhibit "C-1".

11 E. On April 3, 2017, the California Senate passed Senate Bill Number 1 (hereinafter "SB-1") which created a
12 Road Maintenance and Rehabilitation Funding Program to address deferred maintenance on the state
13 highway system and the local street and road system.

14 F. On April 6, 2017, the California Senate amended Senate Bill Number 132 (hereinafter "SB-132") which added
15 appropriation to the budget bill to provide \$427,172,000 for the Riverside County Transportation Efficiency
16 Corridor.

17 G. SB-132 includes provisions for providing funding in the amount of \$48,000,000 to reconstruct the existing
18 interchange at Limonite Avenue/Interstate 15 (I-15) (Vicinity Map attached). SB-132 funds for the Limonite
19 Avenue/I-15 Interchange Project will be distributed through the COMMISSION.

20 H. SB-132 funding requirements include a stipulation that all funds appropriated for the PROJECT must be
21 encumbered and liquidated by June 30, 2023.

22 I. SB-132 funds for the PROJECT will be distributed through the COMMISSION.

23 J. The COUNTY, JURUPA VALLEY and EASTVALE desire to amend the Agreement to include the
24 COMMISSION as party to this Agreement for the administration of SB 132 funds.

25
26 **AGREEMENT**

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

1
2 **1. SECTION 1**, the following paragraphs are added:

3 9. To advertise, award and administer a public works contract for the construction of the PROJECT in
4 accordance with the Local Agency Public Construction Act, the California Labor Code, STATE requirements
5 and in accordance with the encroachment permits to be issued by STATE, JURUPA VALLEY and
6 EASTVALE.

7 10. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT
8 beyond the funds available as shown in Exhibit "C-1", as amended herein and attached hereto and
9 incorporated by this reference, or shall be construed as obligating the COUNTY to provide replacement
10 funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available.

11 11. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the
12 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
13 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
14 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
15 policy shall be required which name both JURUPA VALLEY and EASTVALE, and both of their officers,
16 agents and employees as additionally insured. The COUNTY shall also require the COUNTY's contractor to
17 maintain Worker's Compensation Insurance.

18 12. To reimburse the cities of JURUPA VALLEY and EASTVALE for oversight costs incurred during
19 construction in an amount each not to exceed \$50,000 as shown in Exhibit "C-1".

20 13. To reimburse JURUPA VALLEY and EASTVALE for Project construction oversight within 45 calendar
21 days of receipt of invoices for monthly billings, and to continue making such payments on a monthly basis
22 until completion of construction of the PROJECT, not to exceed the available funding identified in Exhibit "C-
23 1". However, nothing in this Agreement is intended to commit COUNTY to pay or reimburse any costs that
24 are not within the amounts listed on Exhibit "C-1."

25 14. To invoice COMMISSION on a monthly basis for reimbursement of PROJECT costs from SB-132 funds
26 allocated by STATE and being administered by the COMMISSION. COUNTY shall provide a statement of
27 work completed by the COUNTY contractor, as well as other supporting documentation as may be requested
28 by COMMISSION for payment of funds to COUNTY.

1 15. All services are dependent on continued availability of Mira Loma RBBD and SB 132 funding to complete
2 each phase of the PROJECT. COUNTY, CITIES and COMMISSION agree to work together to identify
3 additional funds not shown in Exhibit C-1 from other sources prior to completing each task of PROJECT, or
4 reductions in scope (with CALTRANS acceptance), if needed.

5 16. COUNTY has Mira Loma RBBD deposits totaling \$18,400,000 that have not been released to each City,
6 These monies shall be used to fund PROJECT until said funds are exhausted.

7
8 **2. SECTION 1A, is added as follows:**

9 **COMMISSION AGREES:**

- 10 1. To reimburse COUNTY, pursuant to COUNTY invoices, for PROJECT costs out of SB 132 funds
11 made available for PROJECT.
- 12 2. COMMISSION shall submit invoices to STATE, and provide payment to COUNTY pursuant to
13 COUNTY invoices within 30 days of receipt by COMMISSION of payment from STATE.
- 14 3. COMMISSION is not responsible or liable for providing any funding for PROJECT other than
15 those funds made available pursuant to SB 132.

16
17 **3. SECTION 2, the following paragraphs are added:**

18 4. The estimated costs for the project are provided in Exhibit "C". JURUPA VALLEY agrees should
19 unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "C-1",
20 JURUPA VALLEY will in good faith amend this Agreement to include any such costs under this Agreement.
21 JURUPA VALLEY has been an active participant in the progression of the PROJECT, including reviewing
22 PROJECT documents and participating in periodic PROJECT meetings. As such, JURUPA VALLEY will
23 continue to review and provide input on the PROJECT documents and provide consent as it relates to the
24 construction costs prior to COUNTY advertising the call for bids for the construction of the PROJECT and
25 prior to the award of the construction contract and the construction management contract (the "Contracts").
26 Should the City decide to provide the required consent, such a decision shall be given within fourteen (14)
27 business days, or within a reasonable amount of time as warranted for the circumstances, of JURUPA
28 VALLEY's receipt of the Contracts from COUNTY proposed to be awarded by the COUNTY.

Notwithstanding any of the foregoing, for efficiency and managing the PROJECT (including management of the costs), JURUPA VALLEY acknowledges that COUNTY remains the single point of contact for any contractors or consultants hired to design, implement and construct the PROJECT.

5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto JURUPA VALLEY's right-of-way to perform construction, survey and other investigative activities required for Construction of the PROJECT.

6. To provide a construction oversight representative to coordinate and assist the COUNTY's Resident Engineer during the construction of the PROJECT, and to verify facilities are constructed as required by this Agreement at a cost not to exceed \$50,000 as shown in Exhibit "C-1".

7. JURUPA VALLEY will bill COUNTY monthly for services related to the oversight and coordination of PROJECT.

4. SECTION 3, the following paragraphs are added:

4. The estimated costs for the project are provided in Exhibit "C-1". EASTVALE agrees should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "C-1", EASTVALE will in good faith amend this Agreement to include any such costs under this Agreement. " EASTVALE has been an active participant in the progression of the PROJECT, including reviewing PROJECT documents and participating in periodic PROJECT meetings. As such, EASTVALE will continue to review and provide input on the PROJECT documents and provide consent as it relates to the construction costs prior to COUNTY advertising the call for bids for the construction of the PROJECT and prior to the award of the construction contract and the construction management contract (the "Contracts"). Should the City decide to provide the required consent, such a decision shall be given within fourteen (14) business days, or within a reasonable amount of time as warranted for the circumstances, of EASTVALE'S receipt of the Contracts from COUNTY proposed to be awarded by the COUNTY. Notwithstanding any of the foregoing, for efficiency and managing the PROJECT (including management of the costs), EASTVALE acknowledges that COUNTY remains the single point of contact for any contractors or consultants hired to design, implement and construct the PROJECT.

1 5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the
2 COUNTY or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto
3 EASTVALE 's right-of-way to perform construction, survey and other investigative activities required for
4 Construction of the PROJECT.

5 6. To provide a construction oversight representative to coordinate and assist the COUNTY's Resident
6 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this
7 Agreement at a cost not to exceed \$50,000 as shown in Exhibit "C-1".

8 7. EASTVALE will bill COUNTY monthly for services related to the oversight and coordination of PROJECT.
9

10 **5. SECTION 4**, the following paragraphs are amended by replacing them as follows:

11 1. The recitals set forth at the beginning of the Agreement and this Amendment are incorporated herein by
12 this reference.

13 2. The total cost to complete the PROJECT including project administration, management, design completion
14 and approval, right-of-way, environmental, construction, utilities and construction is estimated to be
15 \$66,400,000.

16 8. Neither JURUPA VALLEY, EASTVALE or COMMISSION nor any officer or employee thereof shall be
17 responsible for any damage or liability occurring by reason of anything done or omitted to be done by
18 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this
19 AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully
20 indemnify and hold JURUPA VALLEY, EASTVALE and COMMISSION harmless from any liability imposed for
21 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
22 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
23 this AGREEMENT.

24 9. Neither the 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 JURUPA VALLEY, EASTVALE or
26 COMMISSION, respectively, under or in connection with any work, authority or jurisdiction delegated to
27 JURUPA VALLEY, EASTVALE or COMMISSION, respectively, under this AGREEMENT. It is further agreed
28 that pursuant to Government Code Section 895.4, JURUPA VALLEY, EASTVALE or COMMISSION,

respectively, shall fully indemnify and hold COUNTY 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 JURUPA VALLEY, EASTVALE or COMMISSION, respectively, under or in connection with any work, authority or jurisdiction delegated to JURUPA VALLEY, EASTVALE or COMMISSION under this AGREEMENT.

16. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as the respective parties may provide in writing for this purpose:

COUNTY

JURUPA VALLEY

Director of Transportation

City Manager

County of Riverside • Transportation Department

City of JURUPA VALLEY

4080 Lemon Street, 8th Floor

8930 Limonite Avenue

Riverside, CA 92502

Jurupa Valley, CA 92509

EASTVALE

COMMISSION

City Manager

Executive Director

City of EASTVALE

Riverside County Transportation Commission

12363 Limonite Avenue, Suite 910

4080 Lemon Street, 3rd Floor

Eastvale, CA 91752

Riverside, CA 92502

6. SECTION 4, the following paragraphs are added:

17. In light of the fact that this Agreement has been amended, any references to this Agreement found in this Agreement shall be interpreted to refer to the Agreement as amended. Similarly, any reference to Exhibit "C" within this Agreement shall refer to the amended Exhibit "C-1," which is attached to this Amendment. The budget is expected to cover the right of way costs. Any cost overruns will be addressed according to Section 4, item 21.

18. COUNTY has included a 10 percent contingency for any unforeseen conditions included as part of construction costs identified in Exhibit C-1.

1 19. COMMISSION shall reimburse COUNTY for PROJECT related expenses as allowed under regulations
2 established for SB-132 funding.

3 20. COUNTY, JURUPA VALLEY, EASTVALE and COMMISSION shall retain or cause to be retained for audit
4 for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.

5 21. COUNTY, JURUPA VALLEY, and EASTVALE acknowledge and agree that any funding shortfall for
6 completing right of way tasks and/or construction tasks will be the sole responsibility of each party for
7 completing tasks within jurisdictional boundaries. In the event adequate funds are not available, COUNTY,
8 CITIES AND COMMISSION agree to meet and confer and collectively work to identify adequate funding or
9 reductions in scope (with CALTRANS acceptance), for the PROJECT.

10 22. The construction contract will contain separate supplemental items for landscaping features within
11 JURUPA VALLEY and EASTVALE, in order to, allow flexibility of implementation without incurring additional
12 contract costs. EASTVALE and JURUPA VALLEY will be responsible for funding landscape improvements, if
13 requested, within each jurisdictional boundary. If bids received are \$36 million or less, funds may be
14 allocated for landscaping on both sides. EASTVALE and JURUPA VALLEY understand that landscape
15 improvements will be the responsibility of each City to maintain and will require a Caltrans Landscape
16 Maintenance Agreement to be executed prior to the installation of landscape improvements within each
17 jurisdiction. If bids exceed the engineers estimate, each City agrees that all available funds will be used first
18 for construction of the interchange and each City will be responsible for funding landscape improvements
19 within their jurisdictional boundaries.

20
21

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed
this day and year first written above.

APPROVALS (1/2)

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 1/30/18

PATRICIA ROMO

Director of Transportation

APPROVED AS TO FORM:

 Dated: 3-16-18

GREGORY P. PRIAMOS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

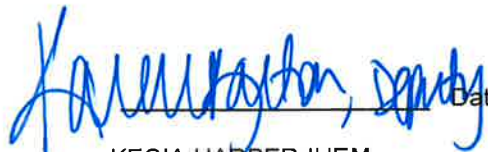
 Dated: 3/22/18

CHUCK WASHINGTON

PRINTED NAME

Chairman, Riverside County Board of
Supervisors

ATTEST:

 Dated: 3/22/18

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF EASTVALE Approvals

APPROVED BY:

 Dated: 2/14/18



PRINTED NAME


CITY MANAGER

APPROVED AS TO FORM:


 Dated: 2-14-18
SUZANNE BRYANT
Interim City Attorney

Attest:

 Dated: 2/18/18
STEVEN D. AGUILAR
Assistant City Clerk

CITY OF JURUPA VALLEY Approvals


APPROVED BY:

 Dated: 2/1/18

~~VERN~~ LAURITZEN
VERNE

Mayor

ATTEST:

 Dated: 2/1/18

VICTORIA WASKO, CMC

City Clerk

 Dated: 2/1/18

PETER M. THORSON

City Attorney

**SIGNATURE PAGE TO AMENDMENT NO. 1 TO
COOPERATIVE AGREEMENT FOR
LIMONITE AVENUE/INTERSTATE 15
INTERCHANGE IMPROVEMENTS**

[Continued]

APPROVALS (2/2)

COMMISSION Approvals

 Dated: 1/30/10

ANNE MAYER
Executive Director

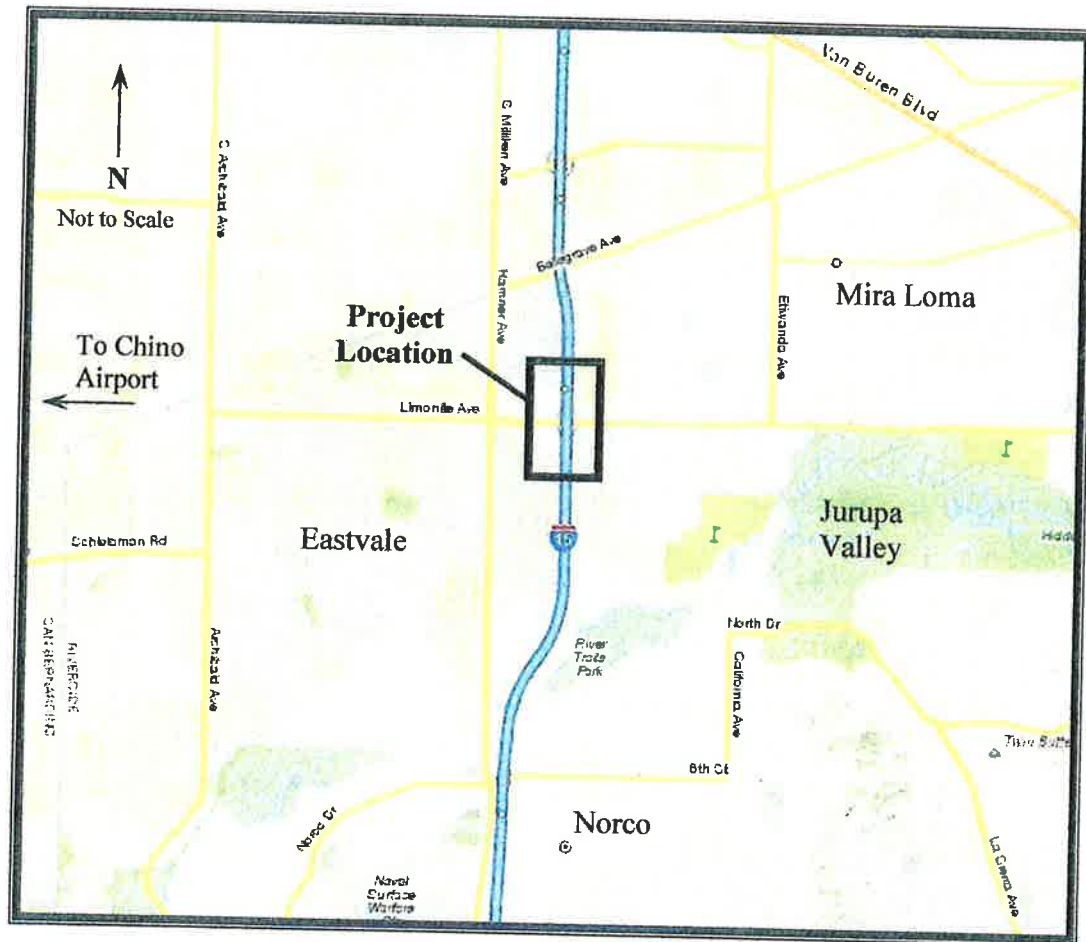
APPROVED AS TO FORM:


By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

VICINTY MAP

[ATTACHED BEHIND THIS PAGE]

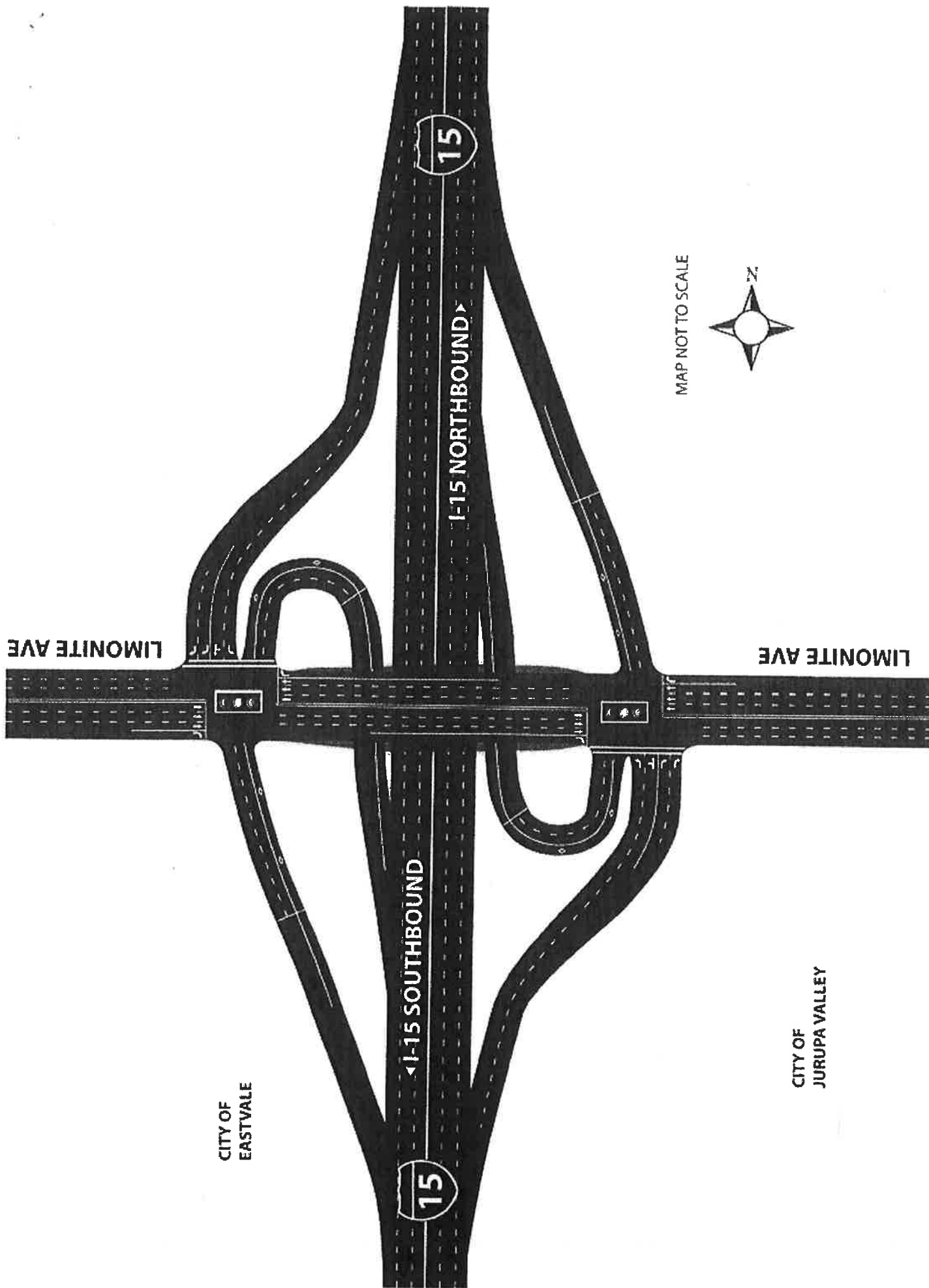
Vicinity Map



On Route 15 from 0.7 miles south of Limonite Avenue
to 0.7 miles north of Limonite Avenue

PROJECT IMPROVEMENTS

[ATTACHED BEHIND THIS PAGE]



MAP NOT TO SCALE

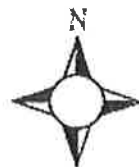


EXHIBIT C-1
ESTIMATED PROJECT COSTS AND FUNDING SUMMARY

ESTIMATED PROJECT COSTS

TASK	Cost to Date	Estimated cost to Complete	Total
Environmental/Design	\$ 4,447,000	\$ 1,021,000	\$ 5,468,000
Right-of-way*	\$ 3,400,000	\$ 9,022,000	\$ 12,422,000
Construction (includes utilities, contingency & city oversight)	\$ 10,000	\$ 48,500,000	\$ 48,510,000
TOTAL	\$ 7,857,000	\$ 58,543,000	\$ 66,400,000

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

FUNDING – SUMMARY

Project Phase	Source	Fund Amount	Total
Environmental/Design	Mira Loma RBBD	\$ 5,468,000	\$ 5,468,000
R/W	Mira Loma RBBD	\$ 12,422,000	\$ 12,422,000
City of Eastvale Oversight	Mira Loma RBBD	\$ 50,000	\$50,000
City of Jurupa Valley Oversight	Mira Loma RBBD	\$50,000	\$50,000
Construction	Mira Loma RBBD	\$ 410,000	\$ 48,410,000
	SB 132	\$ 48,000,000	

MEMORANDUM

To: Kecia Harper-Ihem
Clerk of the Board

From: Maria Hernandez – Transportation
Secretary I
mehernan@rivco.org

Date: March 21, 2018

Subject: RCTC Agreement No. 18-62-059 Amendment 1 Cooperative Agreement

The attached multi-party amendment to the cooperative agreement for Limonite Ave/I-15 Interchange Improvements was slightly modified from the agreement that was executed by the board at the October 17, 2017 meeting (agenda item 3.24). The changes are minor and have been reviewed by Synthia Gunzel, County Counsel. The new agreement will be executed as an administrative change and Synthia agrees it does not need to go back to the board for approval. The Department of Transportation is routing the agreement for signatures from the Clerk of Board and the Chairman of the Board. Please contact Patty Romo, Director of Transportation if you need further assistance at 56880 (micro).

Thank you

2018-3-139090

CLERK'S COPY

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

AMENDMENT 1

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND

RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND

CITY OF JURUPA VALLEY AND CITY OF EASTVALE

FOR

LIMONITE AVENUE/INTERSTATE 15 INTERCHANGE IMPROVEMENTS

9 This Amendment 1 (hereinafter "Amendment") to a Cooperative Agreement ("Agreement") is entered into this
10 _____ day of _____, 2017, by and between the County of Riverside, a political subdivision of the State
11 of California, (hereinafter "COUNTY"), Riverside County Transportation Commission (hereinafter "COMMISSION"),
12 the City of Jurupa Valley, a municipal corporation (hereinafter "JURUPA VALLEY"), and the City of Eastvale, a
13 municipal corporation (hereinafter "EASTVALE"), for the provision of certain activities related to construction of the
14 Interchange overcrossing and ramp improvements located at the interchange of Limonite Avenue and Interstate 15
15 ("I-15 Interchange" or "Interchange"), (herein after "PROJECT"), currently located within the jurisdictional
16 boundaries of JURUPA VALLEY and EASTVALE.

RECITALS

- 19 A. On January 29, 2013, the COUNTY, JURUPA VALLEY and EASTVALE entered into an agreement entitled
20 "Cooperative Agreement By and Between Riverside County and City of Jurupa Valley and City of Eastvale for
21 Limonite Avenue/Interstate 15 Interchange Improvements." The Agreement provides the terms and conditions,
22 scope of work, and budget for completing the overall development of the Environmental, Design and Right-of-
23 Way acquisition phases of the PROJECT
- 24 B. The COUNTY, JURUPA VALLEY, and EASTVALE now desire to amend the Agreement to designate the
25 COUNTY as lead agency for the overall development and implementation of the Bidding and Construction
26 phases of the PROJECT. The COUNTY has extensive experience in the development and implementation of
27 interchange projects involving Federal and State agencies. Keeping the COUNTY as the lead will facilitate
28 continuity in the development and implementation of the PROJECT. The COUNTY will therefore provide the

Limonite Avenue/I-15 Cooperative Agreement

1 administrative, technical, managerial and support services necessary to complete the construction of the
2 PROJECT.

3 C. The COUNTY, JURUPA VALLEY and EASTVALE desire to amend the Agreement to include and to define the
4 terms and conditions under which said Project is to be administered, engineered, coordinated, managed,
5 constructed, maintained, and financed.

6 D. The COUNTY, JURUPA VALLEY and EASTVALE desire to also amend Exhibit "C" to reflect the change to
7 Project costs and funding, a copy of which is amended herein and attached hereto as Exhibit "C-1".

8 E. On April 3, 2017, the California Senate passed Senate Bill Number 1 (hereinafter "SB-1") which created a Road
9 Maintenance and Rehabilitation Funding Program to address deferred maintenance on the state highway
10 system and the local street and road system.

11 F. On April 6, 2017, the California Senate amended Senate Bill Number 132 (hereinafter "SB-132") which added
12 appropriation to the budget bill to provide \$427,172,000 for the Riverside County Transportation Efficiency
13 Corridor.

14 G. SB-132 includes provisions for providing funding in the amount of \$48,000,000 to reconstruct the existing
15 interchange at Limonite Avenue/Interstate 15 (I-15) (Vicinity Map attached). SB-132 funds for the Limonite
16 Avenue/I-15 Interchange Project will be distributed through the COMMISSION.

17 H. SB-132 funding requirements include a stipulation that all funds appropriated for the PROJECT must be
18 encumbered and liquidated by June 30, 2023.

19 I. SB-132 funds for the PROJECT will be distributed through the COMMISSION.

20 J. The COUNTY, JURUPA VALLEY and EASTVALE desire to amend the Agreement to include the
21 COMMISSION as party to this Agreement for the administration of SB 132 funds.

22
23 **AGREEMENT**

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

26 1. **SECTION 1**, the following paragraphs are added:

27 9. To advertise, award and administer a public works contract for the construction of the PROJECT in
28 accordance with the Local Agency Public Construction Act, the California Labor Code, STATE requirements

1 and in accordance with the encroachment permits to be issued by STATE, JURUPA VALLEY and EASTVALE.

2 10. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT
3 beyond the funds available as shown in Exhibit "C-1", as amended herein and attached hereto and incorporated
4 by this reference, or shall be construed as obligating the COUNTY to provide replacement funding for any
5 anticipated funding or to continue with the PROJECT, if funds are no longer available.

6 11. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
7 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and
8 Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
9 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
10 required which name both JURUPA VALLEY and EASTVALE, and both of their officers, agents and employees
11 as additionally insured. The COUNTY shall also require the COUNTY's contractor to maintain Worker's
12 Compensation Insurance.

13 12. To reimburse the cities of JURUPA VALLEY and EASTVALE for oversight costs incurred during construction
14 in an amount each not to exceed \$50,000 as shown in Exhibit "C-1".

15 13. To reimburse JURUPA VALLEY and EASTVALE for Project construction oversight within 45 calendar days
16 of receipt of invoices for monthly billings, and to continue making such payments on a monthly basis until
17 completion of construction of the PROJECT, not to exceed the available funding identified in Exhibit "C-1".
18 However, nothing in this Agreement is intended to commit COUNTY to pay or reimburse any costs that are not
19 within the amounts listed on Exhibit "C-1."

20 14. To invoice COMMISSION on a monthly basis for reimbursement of PROJECT costs from SB-132 funds
21 allocated by STATE and being administered by the COMMISSION. COUNTY shall provide a statement of work
22 completed by the COUNTY contractor, as well as other supporting documentation as may be requested by
23 COMMISSION for payment of funds to COUNTY.

24 15. All services are dependent on continued availability of Mira Loma RBBB and SB 132 funding to complete
25 each phase of the PROJECT. COUNTY, CITIES and COMMISSION agree to work together to identify
26 additional funds not shown in Exhibit C-1 from other sources prior in completing each task of PROJECT, or
27 reductions in scope (with CALTRANS acceptance), if needed.

28 16. COUNTY has Mira Loma RBBB deposits totaling \$18,400,000 that have not been released to each City,

Limonite Avenue/I-15 Cooperative Agreement

These monies shall be used to fund PROJECT until said funds are exhausted.

2. SECTION 1A, is added as follows:

COMMISSION AGREES:

1. To reimburse COUNTY, pursuant to COUNTY invoices, for PROJECT costs out of SB 132 funds made available for PROJECT.
2. COMMISSION shall submit invoices to STATE, and provide payment to COUNTY pursuant to COUNTY invoices within 30 days of receipt of COMMISSION payment from STATE.
3. COMMISSION is not responsible or liable for providing any funding for PROJECT other than those funds made available pursuant to SB 132.

3. SECTION 2, the following paragraphs are added:

4. The estimated costs for the project are provided in Exhibit "C". JURUPA VALLEY agrees should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "C-1", JURUPA VALLEY will in good faith amend this Agreement to include any such costs under this Agreement. JURUPA VALLEY has been an active participant in the progression of the PROJECT, including reviewing PROJECT documents and participating in periodic PROJECT meetings. As such, JURUPA VALLEY will continue to review and provide input on the PROJECT documents and provide consent as it relates to the construction costs prior to COUNTY advertising the call for bids for the construction of the PROJECT and prior to the award of the construction contract and the construction management contract (the "Contracts"). Should the City decide to provide the required consent, such a decision shall be given within fourteen (14) business days, or within a reasonable amount of time as warranted for the circumstances, of JURUPA VALLEY's receipt of the Contracts from COUNTY proposed to be awarded by the COUNTY. Notwithstanding any of the foregoing, for efficiency and managing the PROJECT (including management of the costs), JURUPA VALLEY acknowledges that COUNTY remains the single point of contact for any contractors or consultants hired to design, implement and construct the PROJECT.

5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto JURUPA VALLEY's

1 right-of-way to perform construction, survey and other investigative activities required for Construction of the
2 PROJECT.

3 6. To provide a construction oversight representative to coordinate and assist the COUNTY's Resident Engineer
4 during the construction of the PROJECT, and to verify facilities are constructed as required by this Agreement
5 at a cost not to exceed \$50,000 as shown in Exhibit "C-1".

6 7. JURUPA VALLEY will bill COUNTY monthly for services related to the oversight and coordination of
7 PROJECT.

8
9 4. **SECTION 3**, the following paragraphs are added:

10 4. The estimated costs for the project are provided in Exhibit "C-1". EASTVALE agrees should unforeseen
11 circumstances arise which result in an increase of any costs over those shown in Exhibit "C-1", EASTVALE will
12 in good faith amend this Agreement to include any such costs under this Agreement. " EASTVALE has been
13 an active participant in the progression of the PROJECT, including reviewing PROJECT documents and
14 participating in periodic PROJECT meetings. As such, EASTVALE will continue to review and provide input on
15 the PROJECT documents and provide consent as it relates to the construction costs prior to COUNTY
16 advertising the call for bids for the construction of the PROJECT and prior to the award of the construction
17 contract and the construction management contract (the "Contracts"). Should the City decide to provide the
18 required consent, such a decision shall be given within fourteen (14) business days, or within a reasonable
19 amount of time as warranted for the circumstances, of EASTVALE'S receipt of the Contracts from COUNTY
20 proposed to be awarded by the COUNTY. Notwithstanding any of the foregoing, for efficiency and managing
21 the PROJECT (including management of the costs), EASTVALE acknowledges that COUNTY remains the
22 single point of contact for any contractors or consultants hired to design, implement and construct the
23 PROJECT.

24 5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY
25 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto EASTVALE 's right-
26 of-way to perform construction, survey and other investigative activities required for Construction of the
27 PROJECT.

28 6. To provide a construction oversight representative to coordinate and assist the COUNTY's Resident Engineer

Limonite Avenue/I-15 Cooperative Agreement

during the construction of the PROJECT and to verify facilities are constructed as required by this Agreement at a cost not to exceed \$50,000 as shown in Exhibit "C-1".

7. EASTVALE will bill COUNTY monthly for services related to the oversight and coordination of PROJECT.

5. **SECTION 4**, the following paragraphs are amended by replacing them as follows:

1. The recitals set forth at the beginning of the Agreement and this Amendment are incorporated herein by this reference.

2. The total cost to complete the PROJECT including project administration, management, design completion and approval, right-of-way, environmental, construction, utilities and construction is estimated to be \$66,400,000.

8. Neither JURUPA VALLEY, EASTVALE or COMMISSION 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 JURUPA VALLEY, EASTVALE and COMMISSION 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.

9. Neither the COUNTY 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 JURUPA VALLEY, EASTVALE or COMMISSION under or in connection with any work, authority or jurisdiction delegated to JURUPA VALLEY, EASTVALE or COMMISSION under this AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COMMISSION shall fully indemnify and hold COUNTY 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 JURUPA VALLEY, EASTVALE or COMMISSION under or in connection with any work, authority or jurisdiction delegated to JURUPA VALLEY, EASTVALE or COMMISSION under this AGREEMENT.

16. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as the respective parties may provide in

Limonte Avenue/I-15 Cooperative Agreement

1 writing for this purpose:

2 COUNTY

JURUPA VALLEY

3 Director of Transportation

City Manager

4 County of Riverside • Transportation Department

City of JURUPA VALLEY

5 4080 Lemon Street, 8th Floor

8930 Limonte Avenue

6 Riverside, CA 92502

Jurupa Valley, CA 92509

8 EASTVALE

COMMISSION

9 City Manager

Executive Director

10 City of EASTVALE

Riverside County Transportation Commission

11 12363 Limonte Avenue, Suite 910

4080 Lemon Street, 3rd Floor

12 Eastvale, CA 91752

Riverside, CA 92502

14 6. SECTION 4, the following paragraphs are added:

15 17. In light of the fact that this Agreement has been amended, any references to this Agreement found in this
16 Agreement shall be interpreted to refer to the Agreement as amended. Similarly, any reference to Exhibit "C"
17 within this Agreement shall refer to the amended Exhibit "C-1," which is attached to this Amendment. The
18 budget is expected to cover the right of way costs. Any cost overruns will be addressed according to Section
19 4, item 21.

20 18. COUNTY has included a 10 percent contingency for any unforeseen conditions included as part of
21 construction costs identified in Exhibit C-1.

22 19. COMMISSION shall reimburse COUNTY for PROJECT related expenses as allowed under regulations
23 established for SB-132 funding.

24 20. COUNTY, JURUPA VALLEY, EASTVALE and COMMISSION shall retain or cause to be retained for audit
25 for a period of three (3) years from the date of final payment, all records and accounts relating to PROJECT.

26 21. COUNTY, JURUPA VALLEY, and EASTVALE acknowledge and agree that any funding shortfall for
27 completing right of way tasks and/or construction tasks will be the sole responsibility of each party for completing
28 tasks within jurisdictional boundaries. In the event adequate funds are not available, COUNTY, CITIES AND

Limonite Avenue/I-15 Cooperative Agreement

1 COMMISSION agree to meet and confer and collectively work to identify adequate funding or reductions in
2 scope (with CALTRANS acceptance), for the PROJECT.

3 22. The construction contract will contain separate supplemental items for landscaping features within JURUPA
4 VALLEY and EASTVALE, in order to, allow flexibility of implementation without incurring additional contract
5 costs. EASTVALE and JURUPA VALLEY will be responsible for funding landscape improvements, if requested,
6 within each jurisdictional boundary. If bids received are \$36 million or less, funds may be allocated for
7 landscaping on both sides. EASTVALE and JURUPA VALLEY understand that landscape improvements will
8 be the responsibility of each City to maintain and will require a Caltrans Landscape Maintenance Agreement to
9 be executed prior to the installation of landscape improvements within each jurisdiction. If bids exceed the
10 engineers estimate, each City agrees that all available funds will be used first for construction of the interchange
11 and each City will be responsible for funding landscape improvements within their jurisdictional boundaries.
12

IN WITNESS HEREOF, the parties hereto have caused this Amendment to the Agreement to be duly executed this
day and year first written above.

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

APPROVALS (1/2)

COUNTY Approvals

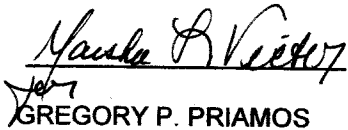
RECOMMENDED FOR APPROVAL:

 Dated: 10-12-17

PATRICIA ROMO

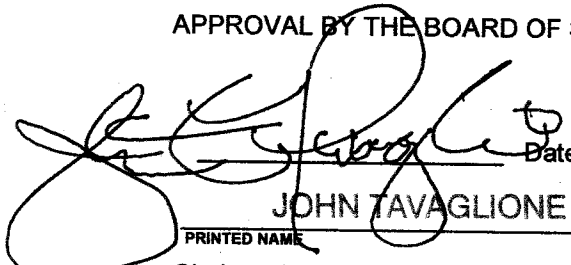
Director of Transportation

APPROVED AS TO FORM:

 Dated: 10-13-17
GREGORY P. PRIAMOS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: OCT 17 2017
JOHN TAVAGLIONE
PRINTED NAME
Chairman, Riverside County Board of
Supervisors

ATTEST:

 Dated: OCT 17 2017
KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF EASTVALE Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME

CITY MANAGER

CITY OF JURUPA VALLEY Approvals

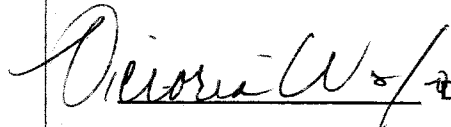
APPROVED BY:

 Dated: 10/5/17

VERN LAURITZEN

Mayor

ATTEST:

 Dated: 10/5/17

VICTORIA WASKO, CMC

City Clerk

 Dated: 10/5/17

PETER M. THORSON

City Attorney

OCT 17 2017 3.24

APPROVALS (2/2)

COMMISSION Approvals

_____ Dated: _____

PRINTED NAME

TITLE

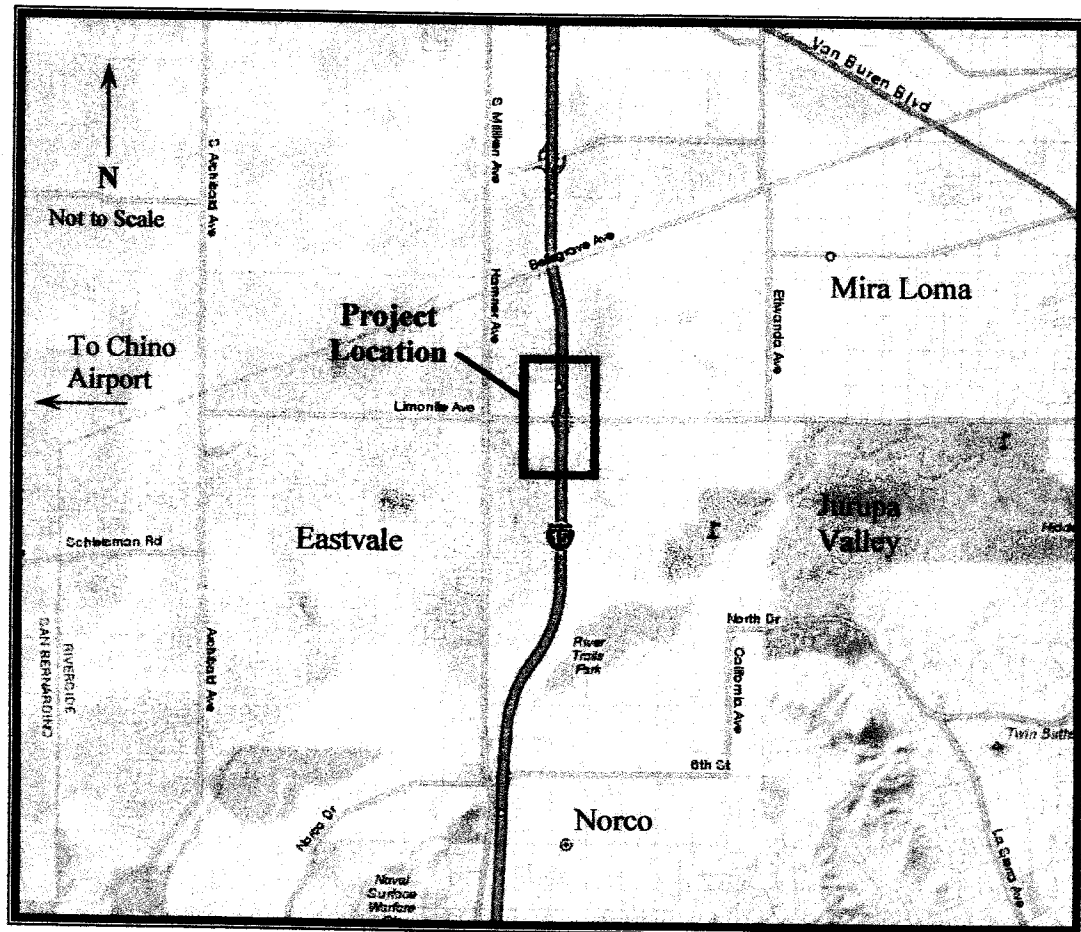
ATTEST:

_____ Dated: _____

PRINTED NAME

TITLE

Vicinity Map



On Route 15 from 0.7 miles south of Limonite Avenue
to 0.7 miles north of Limonite Avenue

EXHIBIT C-1
ESTIMATED PROJECT COSTS AND FUNDING SUMMARY

ESTIMATED PROJECT COSTS

TASK	Cost to Date	Estimated cost to Complete	Total
Environmental/Design	\$ 4,447,000	\$ 1,021,000	\$ 5,468,000
Right-of-way*	\$ 3,400,000	\$ 9,022,000	\$ 12,422,000
Construction (includes utilities, contingency & city oversight)	\$ 10,000	\$ 48,500,000	\$ 48,510,000
TOTAL	\$ 7,857,000	\$ 58,543,000	\$ 66,400,000

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

FUNDING – SUMMARY

Project Phase	Source	Fund Amount	Total
Environmental/Design	Mira Loma RBBD	\$ 5,468,000	\$ 5,468,000
R/W	Mira Loma RBBD	\$ 12,422,000	\$ 12,422,000
City of Eastvale Oversight	Mira Loma RBBD	\$ 50,000	\$50,000
City of Jurupa Valley Oversight	Mira Loma RBBD	\$50,000	\$50,000
Construction	Mira Loma RBBD	\$ 410,000	\$ 48,410,000
	SB 132	\$ 48,000,000	

City of Jurupa Valley

RUSH

Verne Lauritzen, Mayor . Micheal Goodland, Mayor Pro Tem .
Brian Berkson, Council Member . Anthony Kelly Jr., Council Member . Laura Roughton, Council Member

October 6, 2017

John Marcinek, P.E.
Transportation Project Manager
County of Riverside
3525 14th Street
Riverside, CA 92501

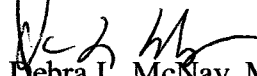
RE: Amendment to the Limonite Avenue/I-15 Agreement

Dear Mr. Marcinek:

At their October 5, 2017 meeting, the Jurupa Valley City Council approved Amendment #1 to the Limonite/I-15 Agreement between Riverside County, the Riverside County Transportation Commission and the City of Eastvale for Interchange Improvements.

Enclosed for your review and signature are four partially signed copies of the agreement. Once fully executed, please return a signed agreement to my attention.

Very truly yours,


Debra L. McNay, MMC
Deputy City Clerk

Enclosure(s)