

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



ITEM
3.43
(ID # 7187)

MEETING DATE:

Tuesday, July 17, 2018

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approve and Execute Amendment No 1 to the Service Agreement for the Project Approval and Environmental Documentation (PA/ED) Phase for Hamner Avenue Bridge Replacement over Santa Ana River by and among County of Riverside, City of Eastvale, City of Norco, and Riverside County Transportation Commission, 2nd District. [\$0] (4/5ths Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute Amendment No. 1 to the Service Agreement for the Project Approval and Environmental Documentation (PA/ED) Phase for Hamner Avenue Bridge Replacement over Santa Ana River by and among County of Riverside, City of Eastvale, City of Norco, and Riverside County Transportation Commission.

ACTION: 4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Jeffries 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: July 17, 2018
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
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: There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County is proposing to replace the existing Hamner Avenue Bridge, which is located within the jurisdictions of the cities of Norco and Eastvale. On March 8, 2016 (Agenda item 3-20), the Board of Supervisors approved the Service Agreement by and among the County of Riverside, City of Eastvale, and City of Norco, for the Project Approval and Environmental Documentation (PA/ED) phase for the Hamner Avenue Bridge Replacement over the Santa Ana River. The Agreement provides the terms and conditions for completing the preliminary engineering, and environmental documentation phases of the project. The City of Norco, the City of Eastvale, and the County have designated the County as the responsible agency for performing the preliminary engineering and environmental documentation due to the expertise of the County in delivering large complex Federal aid projects.

This Amendment 1 to the Service Agreement is necessary to define the terms and conditions by which the project will be financed. The Riverside Transportation Commission (RCTC) has been added as a party to this Agreement for the administration of Senate Bill (SB) 132 funds. SB 132 included a provision which added \$6,322,000 for the reconstruction of the Hamner Avenue Bridge at Santa Ana River to the 2017 State budget. SB 132 funding will be distributed through RCTC.

The City of Norco approved this Amendment 1 at their City Council meeting on January 17, 2018. The City of Eastvale approved this Amendment 1 at their City Council meeting on February 28, 2018. RCTC approved this Amendment 1 at their Executive Committee meeting on January 10, 2018.

Impact on Residents and Businesses

The Hamner Avenue Bridge replacement project will be designed in accordance with the latest state of the art design criteria, including current earthquake standards and protection for the 100 year storm event. The proposed bridge will enhance public safety and improve traffic circulation for the local residents and businesses. A multi-purpose trail is also planned as a part of this project to provide connectivity to existing and proposed regional trails.

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

SUPPLEMENTAL:

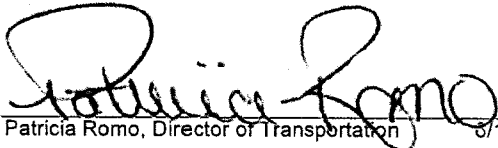
Additional Fiscal Information

On April 6, 2017, the California Senate approved Senate Bill Number 132 (hereinafter SB 132) which added an appropriation to the budget bill to provide \$427,172,000 for five major transportation projects in Riverside County. SB 132 includes provisions for providing funding in the amount of \$6,322,000 to reconstruct the Hamner Avenue Bridge at Santa Ana River. SB 132 funds for the project will be distributed through RCTC.

No County funds will be used.

ATTACHMENTS:

Amendment 1 to Service Agreement
Vicinity Map


Patricia Romo, Director of Transportation 8/19/2018

**Hamner Avenue Bridge Replacement
Over Santa Ana River**

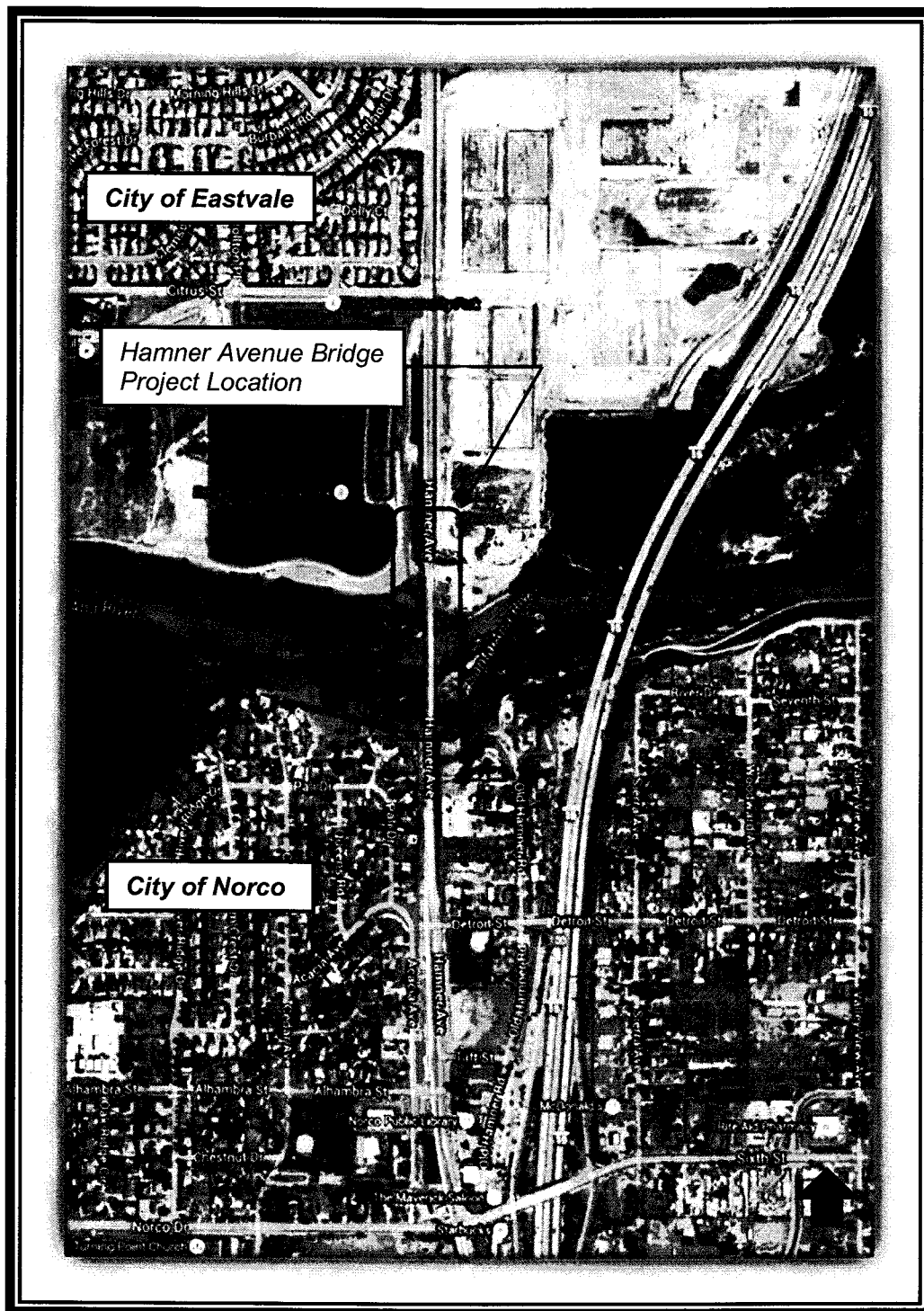


EXHIBIT B - VICINITY MAP

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AMENDMENT 1
AMENDMENT TO SERVICE AGREEMENT
FOR
PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA/ED) PHASE
BY AND AMONG
COUNTY OF RIVERSIDE, CITY OF EASTVALE, CITY OF NORCO, AND
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
FOR
HAMNER AVENUE BRIDGE REPLACEMENT OVER SANTA ANA RIVER

THIS Amendment (hereinafter the "AMENDMENT") to an agreement is made and entered into as of this 17th day of July, 2018, by and among the County of Riverside, (hereinafter "COUNTY"), the City of Eastvale, (hereinafter "EASTVALE"), the City of Norco (hereinafter "NORCO"), and the Riverside County Transportation Commission (hereinafter "COMMISSION") to perform the preliminary engineering, conduct the environmental studies and prepare the environmental documentation for environmentally clearing a project known as Hamner Avenue Bridge Replacement over Santa Ana River (Br.No.56C0446) including the reconstruction and widening of the roadway approaches connecting to the new bridge (hereinafter "PROJECT"). EASTVALE and NORCO collectively are sometimes hereinafter referred to as "CITIES". The COUNTY, EASTVALE, NORCO, and COMMISSION are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

A. On October 8, 2013, COUNTY entered into a Transportation Uniform Mitigation Fee (TUMF) Funding Agreement with the Western Riverside Council of Governments (WRCOG) for the Hamner Avenue Bridge Project. This agreement authorized TUMF funding in the amount of \$250,000 for the planning and environmental phase of the PROJECT. Additional TUMF funding for the PROJECT may be added by future amendments, provided that additional TUMF revenues become available. \$124,000 of the TUMF funding has already been expended to develop concept plans and cost estimates, and the Hamner Avenue Bridge Replacement over Santa Ana River Project has been successfully programed in the Highway Bridge Program

- 1 (HBP) Multi –Year Plan to receive federal funds.
- 2 B. On March 8, 2016, COUNTY, EASTVALE, and NORCO entered into an agreement entitled “Service
3 Agreement for Project Approval and Environmental Documentation (PA/ED) Phase by and Among County of
4 Riverside, City of Eastvale, and City of Norco for Hamner Avenue Bridge Replacement Over Santa Ana
5 River.” The Agreement provides the terms and conditions, a brief scope of work, and the budget and funding
6 sources to perform preliminary engineering, conduct environmental studies and prepare the environmental
7 documentation for clearing the Hamner Avenue Bridge Replacement over Santa Ana River (Br.No.56C0446)
8 including the reconstruction and widening of the approach roadways connecting to the new bridge.
- 9 C. On April 3, 2017, the California Senate passed Senate Bill Number 1 (hereinafter “SB-1”) which created a
10 Road Maintenance and Rehabilitation Funding Program to address deferred maintenance on the state
11 highway system and the local street and road system.
- 12 D. On April 6, 2017, the California Senate amended Senate Bill Number 132 (hereinafter “SB-132”) which added
13 appropriation to the budget bill to provide \$427,172,000 for the Riverside County Transportation Efficiency
14 Corridor.
- 15 E. SB-132 includes provisions for providing funding in the amount of \$6,322,000 to reconstruct the Hamner
16 Avenue Bridge at Santa Ana River as one of the five projects included in the Riverside County Transportation
17 Efficiency Corridor.
- 18 F. SB-132 funding requirements include a stipulation that all funds appropriated for the PROJECT must be
19 encumbered and liquidated by June 30, 2023.
- 20 G. SB-132 funds for the Hamner Avenue Bridge will be distributed through the COMMISSION.
- 21 H. The COUNTY, EASTVALE, and NORCO desire to amend the Agreement dated March 8, 2016 to include the
22 COMMISSION as party to the Agreement for the administration of SB 132 funds.

23
24 **AGREEMENT**

25 NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the PARTIES agree as
26 follows:

27 **“SECTION 1 • COUNTY shall:” paragraphs are amended as noted below:**

28 1. **(Revised and Replaced)** Act on behalf of the CITIES as the Agency responsible for performing the preliminary
29 engineering, conducting the environmental studies, and preparing the environmental documentation to secure the

1 CEQA and the NEPA clearance for the PROJECT. All services are dependent on the continued availability of the
2 federal HBP funds, and the matching local funds from state, regional and/or local funding sources, including the
3 SB-132, TUMF, EASTVALE and NORCO as detailed in the revised and replaced Exhibit "A", ("the Project
4 Factsheet"), attached hereto and incorporated herein by reference as if fully set forth herein. COUNTY is
5 providing services on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for
6 any portion of the PROJECT.

7 3. ***(Revised and Replaced)*** Submit invoices to State, WRCOG, and the COMMISSION periodically, but not more
8 frequent than monthly, for reimbursement of PROJECT costs.

9 ***(The Following Paragraphs are new and added to SECTION 1)***

10 4. Reimburse EASTVALE in an amount not to exceed \$25,000 for project coordination costs incurred during
11 PA/ED Phase.

12 5. Reimburse NORCO in an amount not to exceed \$50,000 for project coordination costs incurred during PA/ED
13 Phase and as the Lead Agency for reviewing and considering the CEQA Document as necessary for PROJECT
14 approval.

15
16 ***SECTION 1A (A new Section 1A is added and incorporated herein)***

17 **COMMISSION Shall:**

- 18 1. Reimburse COUNTY, pursuant to COUNTY invoices, for PROJECT costs out of SB 132 funds
19 made available for PROJECT as allowed under regulations established for SB-132 funding.
- 20 2. Submit invoices to STATE, and provide payment to COUNTY pursuant to COUNTY invoices
21 within 30 days of receipt by COMMISSION of payment from STATE.
- 22 3. Not be responsible or liable for providing any funding for PROJECT other than those funds made
23 available pursuant to SB 132.

24
25 ***"SECTION 2 • EASTVALE shall:" paragraphs are amended as noted below:***

26 1. ***(Deleted)***

27 4. ***(Deleted)***

28 ***(The Following Paragraph is new and added to SECTION 2)***

29 5. Bill COUNTY monthly for PROJECT coordination costs in accordance with regulations established for SB-132

1 funding. COUNTY will include said billings as part of the monthly billings to be submitted by COUNTY to
2 COMMISSION.

3 **“SECTION 3 • NORCO shall:” paragraphs are amended as noted below:**

4 2. *(Deleted)*

5 5. *(Deleted)*

6 **(The Following Paragraph is new and added to SECTION 3)**

7 6. Bill COUNTY monthly for PROJECT coordination costs in accordance with regulations established for SB-132
8 funding. COUNTY will include said billings as part of the monthly billings to be submitted by COUNTY to
9 COMMISSION.

10
11 **“SECTION 4 • IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:” paragraphs are amended as noted
12 below:**

13 2. **(Revised and Replaced)** After the completion of PAVED Phase, the continued implementation of the
14 PROJECT depends primarily on the availability and authorization of HBP funds, and the matching local funds
15 from state, regional and/or local funding sources, including the SB-132, TUMF, EASTVALE and NORCO. In the
16 event that adequate funds are not available to move forward or to complete the PROJECT, PARTIES agree to
17 meet and confer and collectively work to identify adequate funding for a period of six months from the approval
18 date of the NEPA document, which is the completion date of the PAVED Phase. During or at the end of this
19 period, if PARTIES are not successful to secure the necessary funds for the subsequent phases of the
20 PROJECT, the “Project Closure During Preliminary Engineering (PE)” as provided in “Article 6.7.6” of the
21 “Chapter 6, Highway Bridge Program (HBP, formerly Highway Bridge Replacement and Rehabilitation Program or
22 HBRRP)” of the State’s Local Assistance Program Guidelines (LAPG) shall be implemented.

23 6. **(Revised and Replaced)** The revised and replaced Factsheet provides for a brief PROJECT scope of work,
24 preliminary cost estimates by project phase and the anticipated funding sources to cover these costs. COUNTY
25 and CITIES mutually understand and agree that the cost and schedule information provided in the Factsheet are
26 approximate in nature and subject to change and refinement as the PROJECT is developed and detailed
27 information became available. The information is based on limited preliminary studies performed with the sole
28 purpose of programming the project in the Federal Transportation Improvement Program (FTIP) and to assist the
29 CITIES with initial long term fiscal planning for the matching local funds. The Project Budget Form, which will be

1 reviewed and updated at the start of each fiscal year, shall be the sole source of up to date project budget and
2 schedule information for fiscal planning and necessary adjustments.

3 **8. (Revised and Replaced)**

4 No party to this Agreement nor any officer or employee thereof shall be responsible for any damage or liability
5 occurring by reason of anything done or omitted to be done by any other party to this Agreement. Pursuant to
6 Government Code Section 895.4, each party shall fully indemnify and hold each of the other parties harmless
7 from and against any liability imposed for injury (as defined by Government Code Section 810.8) occurring by
8 reason of anything done or omitted to be done by the indemnifying party (Indemnitor) under or in connection with
9 any work, authority or jurisdiction delegated to the Indemnitor.

10
11 **9. (Deleted and Reserved)**

12 12. **(Revised and Replaced)** In the event of any arbitration, action or suit brought by any party against any
13 other party by reason of any breach on the part of the breaching party of any of the covenants and agreements
14 set forth in this Agreement, or any other dispute between the parties, or any of them, concerning this Agreement,
15 the prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have
16 and recover from the losing party all costs and expenses or claims, including but not limited to attorneys fees and
17 expert witness fees. This section shall survive any termination of this Agreement.

18 15. **(Revised and Replaced)** Neither the CITIES nor COUNTY or COMMISSION shall assign this Agreement
19 without the written consent of the others.

20 17. **(Revised and Replaced)** This Agreement is the result of negotiations between the parties hereto, and the
21 advice and assistance of their respective counsel. The fact that this Agreement was prepared and amended as a
22 matter of convenience by CITIES, COMMISSION, or COUNTY shall have no importance or significance. Any
23 uncertainty or ambiguity in this Agreement shall not be construed against the party that prepared it in its final
24 form.

25 18. **(Revised and Replaced)** Any waiver by COUNTY, COMMISSION, or CITIES of any breach by any other
26 party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach
27 of the same or any other provision hereof. Failure on the part of COUNTY, COMMISSION, or CITIES to require
28 from any other party exact, full and complete compliance with any of the provisions of this Agreement shall not be
29 construed as in any manner changing the terms hereof, or stopping COUNTY, COMMISSION, or CITIES from

1 reference.

2 26. COMMISSION is not responsible or liable for providing any funding for PROJECT other than those funds
3 made available pursuant to SB 132.

4 27. In the event that EASTVALE, NORCO or COUNTY defaults in the performance of its obligations under this
5 Agreement or materially breaches any of the provisions of this Agreement, COMMISSION shall have the right to
6 withdraw from participation in this Agreement upon 45 days written notice to all other parties.

7 28. Nothing in this AGREEMENT shall be construed to prevent or preclude COUNTY from expending funds on
8 the PROJECT prior to the execution of the AGREEMENT, or from being reimbursed for such expenditures.

9 29. In light of the fact that this Agreement has been amended, any references to this Agreement found in this
10 Agreement shall be interpreted to refer to the Agreement as amended. Similarly, any reference to Exhibit "A"
11 within this Agreement shall refer to the Revised Exhibit "A," which is attached to this Amendment 1.

12 30. This Amendment 1 may be executed in one or more counterparts and when a counterpart shall have been
13 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
14 instrument.

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21 **[Signatures of Parties on Following Page(s)]**
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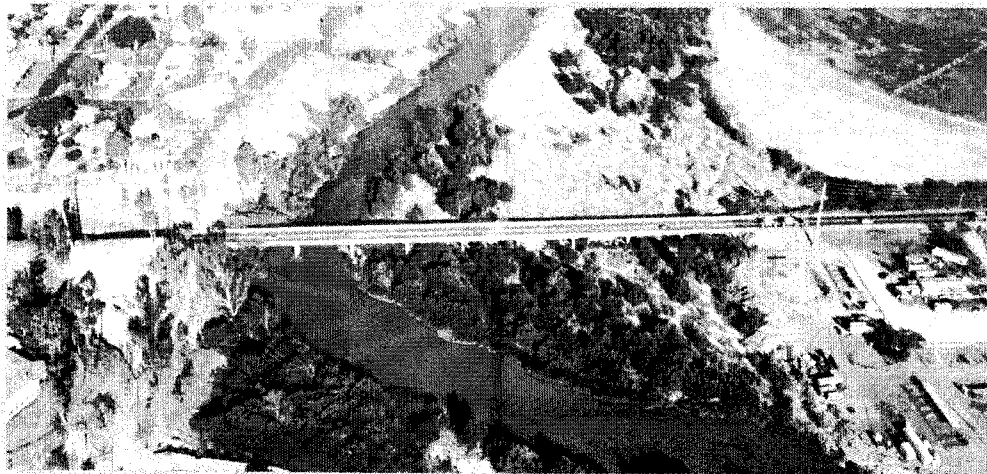
Exhibit A - PROJECT FACTSHEET *(Revised & Replaced)*

Project Title: Hamner Avenue Bridge Replacement Over Santa Ana River
(Br. No. 56C-0446)
Federal Project Number: BRLSZ-5956(230)

Estimated Total Project Cost: \$56,414,000

Project Scope of Work

Hamner Avenue is an approximately 8.5-mile stretch of road extending through the Cities of Norco and Eastvale. The corridor runs parallel to Interstate 15 (I-15) and extends from Riverside Drive in the City of Eastvale (Eastvale) at the north end to the southern boundary of the City of Norco (Norco) at the south end. Hamner Avenue serves not only as a local arterial but also as an alternate route to the I-15. For more than seven decades, the Hamner Avenue Bridge, which is one of the few all-weather crossings over the Santa Ana River in the region, has been a critical link between Norco and the unincorporated areas to the north in Riverside County (subsequently the newly formed City of Eastvale).



Existing Hamner Avenue Bridge at Santa Ana River (Looking West)

The bridge site is near the border between Norco and Eastvale, approximately 1,300 feet to the west of the I-15 Bridges over the Santa Ana River in the City of Norco, California. The existing structure has two traffic lanes, one in each direction with no shoulders. It carries heavy traffic bypassing Interstate-15 when there is congestion, maintenance activities, or an emergency on the freeway. The existing reinforced concrete bridge is approximately 676 feet long and 36 feet wide. The bridge was constructed in 1939. It was widened and seismically upgraded in 1978. The bridge widening project provided a cantilevered sidewalk on the east side of the structure and installed cable restrainers through the expansion joints for seismic retrofitting.

Hamner Avenue Bridge Over Santa Ana River (Br. No. 56C-0446)

The 1978 seismic upgrade work is now outdated and insufficient in consideration of the current Caltrans seismic design criteria and retrofit technology. The bridge is listed in the federal Eligible Bridge List (EBL) with a status flag of "Structurally Deficient" (SD) and a Sufficiency Rating (SR) of 69.3. Since the bridge is rated "SD" with a SR lower than 80, the bridge is eligible for rehabilitation using the federal Highway Bridge Program (HBP) funds. Although the SR of the bridge exceeds the threshold of 50.0 for replacement per the HBP guidelines, County and the Cities consider that the replacement of the existing 2-lane bridge with a minimum 4-lane or possibly a 6-lane bridge is the most prudent and cost-effective rehabilitation alternative. This determination is based on the age of the bridge, the structural deterioration, hydraulic deficiencies, geometric restrictions, and the need for increased traffic capacity.

The purpose of the proposed project is to replace the existing structurally deficient and functionally obsolete 76 year old bridge with a new, longer, and wider bridge to provide enhanced public safety and traffic circulation in the area. The work will include reconstructing approach roadways, providing necessary channel improvements, and a multi-purpose trail connecting to the existing and proposed regional trails. The proposed bridge improvements are consistent with the 2012-2035 Regional Transportation Plan (RTP) published by the Southern California Association of Governments (SCAG). Widening of Hamner Avenue from 2 to 6 traffic lanes, including the bridge over the Santa Ana River, has been listed in the SCAG's 2012-2035 Regional Transportation Plan (RTP), Project ID 3A01WT159.

Bridge Data

- Existing Length: 676 ft
 - Proposed Length: 1200 ft
 - Designated: Structurally Deficient (SD).
 - SR (Sufficiency Rating): 69.3
 - Year Built: 1939
 - Scope: Total Bridge Replacement
- | | |
|-----------------|-------------------|
| Existing Width: | 36 ft – 0 inches |
| Proposed Width: | 108 ft – 6 inches |

Table 1 – Estimated Project Costs and Funding Sources

Project Phase	From (FY)	To (FY)	Cost	HBP Funds	Local Match	Local Match Fund Source
PA/ED	2013/2014	2019/2020	\$4,693,000	\$4,088,000	\$605,000	TUMF/SB-132
PS&E	2019/2020	2019/2020	\$1,900,000	\$1,682,000	\$218,000	SB-132
ROW	2019/2020	2019/2020	\$1,300,000	\$1,151,000	\$149,000	SB-132
CONST.	2020/2021	2022/2023	\$48,521,000	\$42,956,000	\$5,565,000	SB-132
Total	2013/2014	2022/2023	\$56,414,000	\$49,877,000	\$6,537,000	See Note 3

Notes:

1. The estimated project costs provided in Table 1 are approximate in nature and subject to change as the project is developed and detailed information became available. They are

- based on limited preliminary studies performed to assist with long term fiscal planning and programing the project.
2. In these early stages of the project, the total project cost of \$56,414,000 for total bridge replacement is estimated eligible as participating cost for the HBP funds except the \$75,000 allocated for reimbursing the Cities for their coordination and oversight expenses, which is a non-participating cost. Detailed preliminary engineering studies and cost estimates are in progress to refine the cost and to identify non-participating cost items if any. The HBP funds are allocated at 88.53% of the participating costs. The Local Matching Funds are calculated at 11.47% of the participating costs plus non-participating costs.
 3. The currently available funds from TUMF and SB-132 for local match are:

• TUMF (NW Zone)	\$ 126,000
• <u>SB-132</u>	<u>\$6,322,000</u>
TOTAL	\$6,448,000

This leaves a balance of \$89,000 of local matching funds for which the source is to be determined in accordance with this amended Agreement, Section 4, Paragraph 2.

Tasks Completed

- A limited feasibility study and a funding application including conceptual planning studies, environmental scoping, and a preliminary cost analysis for requesting federal Highway Bridge Program (HBP) funds and to program the project.
- Request for Authorization (RFA) to initiate the PA/ED phase of the project, which was approved on August 30, 2013.
- Preparation of the project scope and the Request for Qualifications (RFQ) to select a consultant for the Preliminary Engineering Services
- A consulting firm has been selected to provide engineering and environmental services for the development of the project from environmental clearance through construction.
- Notice-to-Proceed (NTP) for the PA/ED Phase has been issued to the Consultant on April 24, 2017.
- Preliminary hydraulics, off-site hydrology, and scour analysis for the preferred alternative.
- On-site hydrology, project drainage report, and preliminary storm water Analysis.
- Preliminary geotechnical studies and preliminary Foundation Report.
- Traffic analyses and Draft Traffic Report
- Concept horizontal and vertical alignment alternatives for 4 and 6 lane bridges. Proposed alignment and profile for the 6-Lane Preferred Alternative.
- Right of way requirements maps.
- Advanced Planning Studies and cost estimates for the bridge alternatives and retaining walls.
- Seasonal surveys for sensitive species are completed. Technical Studies and Reports are in progress. Preliminary Environmental Study (PES) has been approved on July 3, 2017. Field Review Form has been signed on July 26, 2017. Jurisdictional Delineation Report has been approved on October 16, 2017.