

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



ITEM
3.25
(ID # 8620)

MEETING DATE:

Tuesday, January 29, 2019

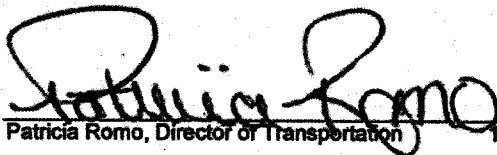
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Approve and Execute Amendment 2 to the Service Agreement
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, 2nd District. [\$6,322,000]; Local Funds (100%). 4/5 Vote
Required.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and Execute Amendment 2 to the Service Agreement 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, for FYs 18/19-22/23.

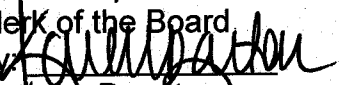
ACTION: 4/5 Vote Required, Policy


Patricia Romo, Director of Transportation 1/7/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: January 29, 2019
xc: Transp.

Kecia Harper
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	\$ 471,000	\$ 428,000	\$ 6,322,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: SB-132 Funds (100%). There are no General Funds used in this project.			Budget Adjustment:	No
			For Fiscal Year:	18/19-22/23

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County, in cooperation with the Cities of Eastvale and Norco, is proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River, with a new, longer and wider bridge to enhance safety and improve traffic circulation. The Hamner Bridge is located within the City of Norco near the southern border of the City of 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, to perform and complete the Preliminary Engineering and Environmental Documentation, also known as Project Approval and Environmental Documentation (PA/ED) for the Hamner Avenue Bridge Replacement over the Santa Ana River (Project). The Agreement designated the County as the Responsible Agency responsible for performing the preliminary engineering and environmental documentation due to the expertise of the County in delivering large complex federally funded projects.

On July 17, 2018 (Agenda item 3.43), the Board of Supervisors approved Amendment 1 to the Service Agreement defining the terms and conditions by which the project will be financed. The Riverside County Transportation Commission (RCTC) was added as a party to this Agreement for the administration and distribution of Senate Bill (SB) 132 funds.

Amendment 2 of the Service Agreement for the Hamner Bridge replacement, authorizes the County to proceed with geotechnical investigations, environmental permitting, final design, preparation of bid documents, and engineering services during construction. The amended Service Agreement provides the terms and conditions, a brief scope of work, the budget, and the funding sources to implement all four phases of the Project, PA/ED, Design (PS&E), Right of Way, and Construction. All phases are fully funded with the exception of Construction. Once construction funding has been identified, and prior to the award of a construction contract, the Service Agreement will be amended accordingly.

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

Amendment 2 was approved by the City of Norco at their December 19, 2018 City Council meeting, approved by the City of Eastvale at their January 9, 2019 City Council meeting, and by the RCTC Executive Committee on December 5, 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 seismic design standards and protection for the 100 year storm event. The proposed bridge will enhance public safety and improve traffic circulation for local residents and businesses. A multi-purpose trail is planned as part of this Project providing connectivity to existing and proposed regional trails.

SUPPLEMENTAL:

Additional Fiscal Information

On April 6, 2017, The California Senate approved Senate Bill Number 132 (SB 132), which added an appropriation to the budget bill providing \$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. Other funding for the Hamner Bridge replacement include \$57,661,000 of Federal Highway Bridge Program funds, and \$250,000 of WRCOG Northwest Zone TUMF.

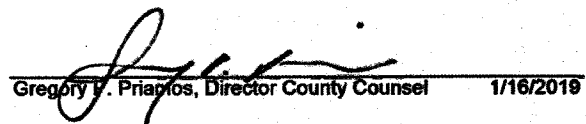
Work Order No.: B7-0754

ATTACHMENTS:

Vicinity Map
Amendment 2

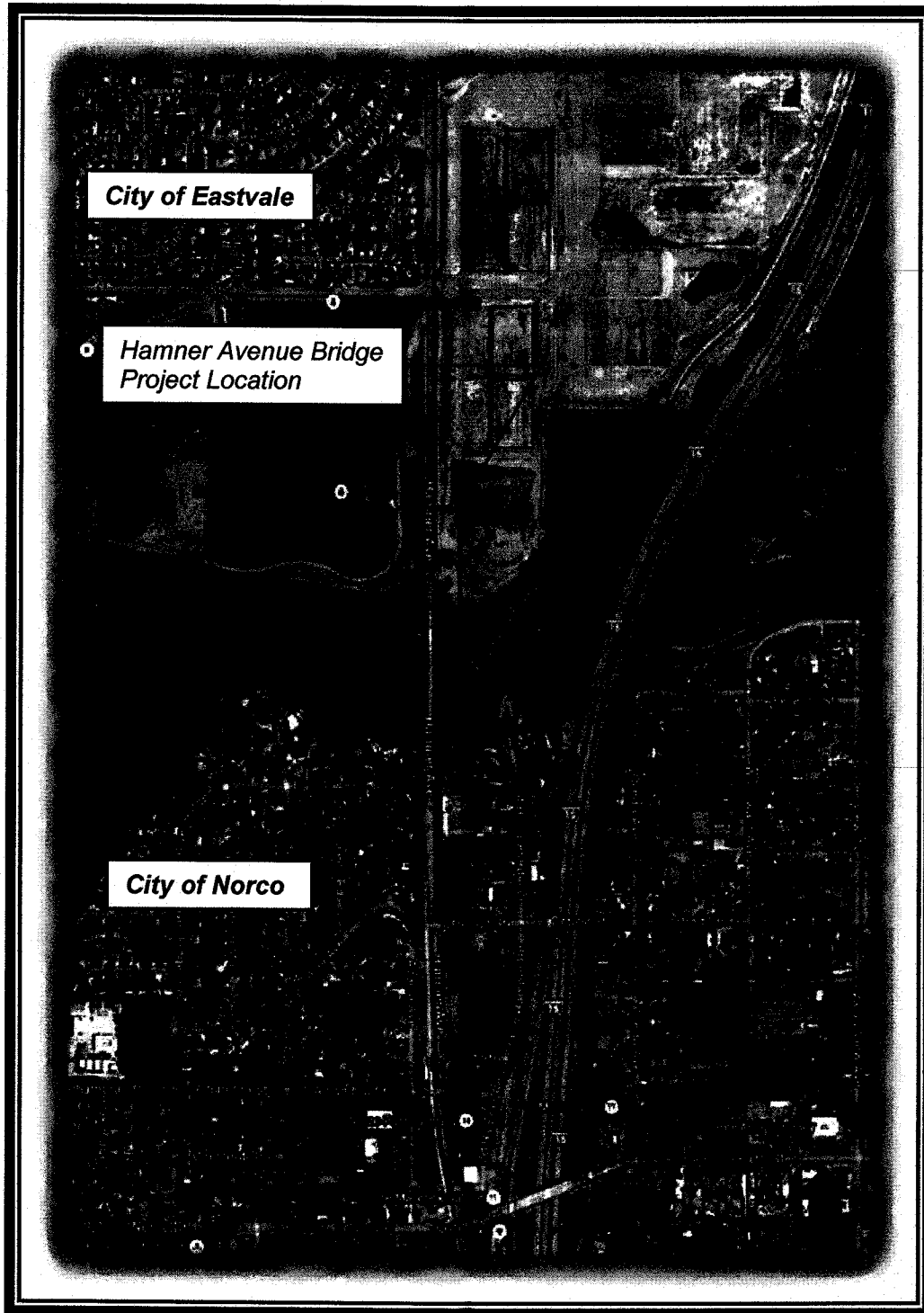


Scott Bruckner 1/17/2019



Gregory P. Priaplos, Director County Counsel 1/16/2019

Hamner Avenue Bridge Replacement
Over Santa Ana River



VICINITY MAP

CLERK'S COPY

Riverside County Clerk of the Board, Stop 10.0

Post Office Box 1147, Riverside, Ca 92502-1147 Hamner Avenue Bridge Replacement over Santa Ana River (Br.No.56C0446)

Thank you.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

AMENDMENT 2

AMENDMENT TO SERVICE AGREEMENT

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 2 (hereinafter the "AMENDMENT") to an agreement is made and entered into as of this _____ day of _____, 2019, 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 replace the existing Hamner Avenue Bridge 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 Improvements. This agreement authorized TUMF funding in the amount of \$250,000 for the planning, programming, 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 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 (HBP) Multi-Year Plan to receive federal funds.
- B. On March 8, 2016, COUNTY, EASTVALE, and NORCO entered into an agreement entitled "Service Agreement for Project Approval and Environmental Documentation (PA/ED) Phase by and Among County of Riverside, City of Eastvale, and City of Norco for Hamner Avenue Bridge Replacement Over Santa Ana River." The Agreement provides the terms and conditions, a brief scope of work, the budget, and the funding

1 sources to perform preliminary engineering, conduct environmental studies and prepare the environmental
2 documentation for environmental clearance and approval of the Hamner Avenue Bridge Replacement over
3 Santa Ana River (Br.No.56C0446) including the reconstruction and widening of the approach roadways
4 connecting to the new bridge.

5 C. On April 3, 2017, the California Senate passed Senate Bill Number 1 (hereinafter "SB-1") which created a
6 Road Maintenance and Rehabilitation Funding Program to address deferred maintenance on the state
7 highway system and the local streets and road system.

8 D. On April 6, 2017, the California Senate amended Senate Bill Number 132 (hereinafter "SB-132") which added
9 appropriation to the budget bill to provide \$427,172,000 for the Riverside County Transportation Efficiency
10 Corridor. SB-132 includes provisions for providing funding in the amount of \$6,322,000 to reconstruct the
11 Hamner Avenue Bridge at Santa Ana River as one of the five projects included in the Riverside County
12 Transportation Efficiency Corridor. SB-132 funds for the Hamner Avenue Bridge will be distributed through
13 the COMMISSION.

14 E. COUNTY, EASTVALE, and NORCO amended the Service Agreement dated March 8, 2016 on July 17, 2018,
15 Item 3.43 (Amendment 1), to include the COMMISSION as party to the Agreement for the administration of
16 SB 132 funds.

17 F. SB-132 funding requirements include a stipulation that all funds appropriated for the PROJECT must be
18 encumbered and liquidated by June 30, 2023. This stipulation placed the PROJECT on a very aggressive
19 and demanding schedule.

20 G. In order to meet the expedited project delivery schedule, PARTIES in coordination with Caltrans and Federal
21 Highway Administration (FHWA) decided to advance the level of preliminary engineering design in support of
22 the environmental document, i.e., preliminary design during Phase I (PA/ED Phase) of the PROJECT, to 65%
23 Plans, Specifications, and Estimate (PS&E) level. The selected level of design during Phase I of the
24 PROJECT is essential to confirm overall feasibility and constructability of the project while avoiding
25 permanent right of way takes and major power transmission line relocations, which would be detrimental to
26 meeting critical schedule deadlines and successful project delivery.

27 H. With this AMENDMENT PARTIES desire to authorize the increased design level during Phase I and add the
28 remaining phases of the PROJECT including engineering tasks for completion of the final design, plans,
29 specifications, and cost estimate (PS&E) in Phase II, engineering services during the advertisement and bid

1 process in Phase III, and engineering services during construction in Phase IV to successfully expedite and
2 deliver the PROJECT with a Notice of Completion (NOC) on or before June 30, 2023. The amended
3 Agreement provides the terms and conditions, a brief scope of work, the budget, and the funding sources to
4 implement all four phases of the PROJECT.

- 5 I. Paragraphs marked as **"(NEW)"** in the AGREEMENT section below indicates that the paragraph is new and
6 added by Amendment 2. Paragraphs marked as **"(No Change)"** have not been revised. They are the same
7 as original Agreement (dated March 8, 2016) provisions as amended by Amendment 1 (dated July 17, 2018).
8 Other paragraph tags are self-explanatory.

9
10 **AGREEMENT**

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

13 **"SECTION 1 • COUNTY shall:"** paragraphs are amended as noted below:

- 14 1. **(Revised and Replaced - Amendment 2)** Act on behalf of the CITIES as the Agency responsible for the
15 overall development and implementation of the PROJECT. All services are dependent on the continued
16 availability of the federal HBP funds, and the matching local funds from state, regional and/or local funding
17 sources, including the SB-132, TUMF, and NORCO as detailed in the revised and replaced "Exhibit A - Project
18 Factsheet", attached hereto and incorporated herein by reference as if fully set forth herein. COUNTY is
19 providing services on a reimbursable basis and has absolutely no obligation with regard to COUNTY funding for
20 any portion of the PROJECT.
- 21 2. **(No Change)** Retain a consultant to prepare the PAED documents, manage and oversee the work of the
22 consultant, and work with the regulatory agencies to review, circulate, and approve the environmental document.
- 23 3. **(Revised and Replaced - Amendment 2)** Submit invoices to State, WRCOG, COMMISSION, and NORCO (if
24 applicable) periodically, but not more frequent than monthly, for reimbursement of PROJECT costs.
- 25 4. **(Revised and Replaced - Amendment 2)** Reimburse EASTVALE in an amount not to exceed \$25,000 for
26 project coordination costs.
- 27 5. **(Revised and Replaced - Amendment 2)** Reimburse NORCO in an amount not to exceed \$50,000 for project
28 coordination costs including the costs incurred during PAED Phase as the Lead Agency for reviewing and
29 considering the CEQA Document as necessary for PROJECT approval.

1 (The Following Paragraphs are new and added to SECTION 1 – Amendment 2)

2 6. (New) Retain a consultant to prepare the final design, plans, specifications, and cost estimate (PS&E) in Phase
3 II, provide design support services during the advertisement and bid process in Phase III, and design support
4 services during construction in Phase IV

5 7. (New) Perform right-of-way activities required to acquire the necessary real property interests for the
6 PROJECT including appraisals, acquisition, relocation and condemnation, if necessary, in accordance with
7 applicable law, including Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et*
8 *seq.*

9 8. (New) Identify utility conflicts and design for and coordinate relocations if necessary.

10 9. (New) Deliver legal title to the right-of-way, including access rights in compliance with the current State Right-
11 of-way manuals, procedures, and guidelines, free and clear of all encumbrances detrimental to the NORCO's
12 present and future uses not later than the date of acceptance by NORCO of maintenance and operation of the
13 PROJECT. Acceptance of said title by NORCO is subject to a review of a Policy of Title Insurance in NORCO's
14 name to be provided by the COUNTY.

15 10. (New) Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant
16 to the authority of California Government Code section 6502 and California Code of Civil Procedure section
17 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as agency responsible for
18 land acquisition services, including acquisition by eminent domain, if necessary, of real properties located within
19 the NORCO's jurisdiction that are necessary for the PROJECT. The Resolution shall provide that the COUNTY
20 shall exercise the NORCO's power of eminent domain in accordance with Government Code section 7260 *et seq.*
21 and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the COUNTY of any
22 resolution of necessity would require that the COUNTY's governing body, in its sole and exclusive discretion,
23 make the findings required by Code of Civil Procedure section 1245.230.

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

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

1
2 **SECTION 1A (No Change. Section was added by Amendment 1)**

3 **COMMISSION Shall:**

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

10
11 **"SECTION 2 • EASTVALE shall:" paragraphs are amended as noted below:**

- 12 1. **(Deleted and Reserved – Amendment 1)**
- 13 2. **(Revised and Replaced - Amendment 2)** Issue, at no cost to COUNTY or its contractors, upon proper
14 application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto EASTVALE's
15 right-of-way to perform all surveys and other field activities required for preparation of conceptual planning studies
16 in support of environmental document and construction permits, and subsequently upon authorization of the
17 funding, for PS&E, right of way acquisition, and construction of the PROJECT.
- 18 3. **(Revised and Replaced - Amendment 2)** Provide a representative to coordinate with the COUNTY's Project
19 Manager during all phases of the development of the PROJECT.
- 20 4. **(Deleted and Reserved – Amendment 1)**
- 21 5. **(No Change)** Bill COUNTY monthly for PROJECT coordination costs in accordance with regulations
22 established for SB-132 funding. COUNTY will include said billings as part of the monthly billings to be submitted
23 by COUNTY to COMMISSION.

24 **"SECTION 3 • NORCO shall:" paragraphs are amended as noted below:**

- 25 1 **(No Change)** In accordance with the California Environmental Quality Act (CEQA), be the Lead Agency to
26 consider and approve all environmental documents required under CEQA for the PROJECT.
- 27 2. **(Deleted and Reserved – Amendment 1)**
- 28 3. **(Revised and Replaced - Amendment 2)** Issue, at no cost to COUNTY or its contractors, upon proper
29 application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto NORCO's right-

1 of-way to perform all surveys and other field activities required for preparation of conceptual planning studies in
2 support of environmental document and construction permits, and subsequently upon authorization of the funding,
3 for PS&E, right of way acquisition, and construction of the PROJECT.

4 **4. (Revised and Replaced - Amendment 2)** Provide a representative to coordinate with the COUNTY's Project
5 Manager during all phases of the development of the PROJECT.

6 **5. (Deleted and Reserved - Amendment 1)**

7 **6. (No Change)** Bill COUNTY monthly for PROJECT coordination costs in accordance with regulations
8 established for SB-132 funding. COUNTY will include said billings as part of the monthly billings to be submitted
9 by COUNTY to COMMISSION.

10 **7. (New)** Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant
11 to the authority of California Government Code section 6502 and California Code of Civil Procedure section
12 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as the agency responsible
13 for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located
14 within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall provide that the NORCO
15 shall grant to the COUNTY, the NORCO's power of eminent domain to acquire the necessary real property
16 interests and of rights of way located within the NORCO's jurisdiction in connection with the PROJECT and that
17 the COUNTY shall exercise the NORCO's power of eminent domain in accordance with Government Code
18 section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the
19 COUNTY of any resolution of necessity would require that the COUNTY's governing body, in its sole and
20 exclusive discretion, make the findings required by Code of Civil Procedure section 1245.230. NORCO agrees to
21 cooperate with the COUNTY in the COUNTY's exercise of NORCO's power of eminent domain.

22
23 **"SECTION 4 • IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:"** paragraphs are amended as noted
24 below:

25 **1. (Revised and Replaced - Amendment 2)** This Agreement supersedes and replaces the previous three-party
26 agreement dated April 4, 2012 (Contract No. 12-06-010) among COUNTY, EASTVALE, and NORCO and
27 becomes the sole agreement among the PARTIES for the development and implementation of all the phases of
28 the PROJECT.

29 **2. (Revised and Replaced - Amendment 2)** After the completion of PA/ED Phase, the continued
Service Agreement - Amendment 2

1 implementation of the PROJECT depends primarily on the availability and authorization of HBP funds, and, the
2 matching local funds from state, regional and/or local funding sources, including the SB-132, TUMF, and NORCO.
3 In the event that adequate funds are not available to move forward or to complete the PROJECT, PARTIES agree
4 to meet and confer and collectively work to identify adequate funding for a period of six months from the approval
5 date of the NEPA document, which is the completion date of the PA/ED Phase. During or at the end of this
6 period, if PARTIES are not successful to secure the necessary funds for the subsequent phases of the
7 PROJECT, the "Project Closure During Preliminary Engineering (PE)" as provided in "Article 6.8 – Project
8 Implementation" of the "Chapter 6, Highway Bridge Program (HBP, formerly Highway Bridge Replacement and
9 Rehabilitation Program or HBRRP)" of the State's Local Assistance Program Guidelines (LAPG) shall be
10 implemented.

11 3. **(No Change)** Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the
12 PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated
13 funding or to continue with the PROJECT, if funds are no longer available.

14 4. **(Revised and Replaced – Amendment 2)** Nothing in this Agreement is intended to commit EASTVALE to
15 funding any portion of the PROJECT or shall be construed as obligating EASTVALE to provide matching funds for
16 any anticipated funding or to continue with the PROJECT, if funds are no longer available.

17 5. **(Revised and Replaced – Amendment 2)** COUNTY and NORCO mutually agree to budget for the fiscal year
18 at the start of each fiscal year, but no later than July 31st. This will be documented in a Project Budget Form
19 prepared by the COUNTY and approved by the authorized representative of NORCO, which will identify and
20 commit to total project budget for the upcoming fiscal year; available revenues and funding sources, expected
21 expenditures of COUNTY staff and contracts engaged in project delivery. The Project Budget Form will be
22 amended as necessary throughout the year as required by project financial circumstances or as mutually agreed,
23 but never less than once every fiscal year. COUNTY and NORCO will meet at the end of PA/ED Phase upon
24 completion of the environmental documentation and clearance of the PROJECT to review and establish the
25 PROJECT budget and funding status.

26 6. **(Revised and Replaced – Amendment 2)** The Revised and Replaced Exhibit A of this Agreement, which
27 consists of three (3) pages attached hereto and incorporated by this reference, is a brief Project Factsheet. The
28 revised and replaced Factsheet provides for a brief PROJECT scope of work, preliminary cost estimates by
29 project phase and the anticipated funding sources to cover these costs. COUNTY and NORCO mutually

1 understand and agree that the cost and schedule information provided in the Factsheet are subject to change and
2 refinement as the PROJECT is developed and more detailed information became available. The Project Budget
3 Form, which will be reviewed and updated at the start of each fiscal year, shall be the primary source of detailed
4 and up to date project budget and schedule information for fiscal planning and necessary adjustments.

5 **7. (No Change)** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and
6 signed by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on the
7 PARTIES hereto.

8 **8. (No Change)** No party to this Agreement nor any officer or employee thereof shall be responsible for any
9 damage or liability occurring by reason of anything done or omitted to be done by any other party to this
10 Agreement. Pursuant to Government Code Section 895.4, each party shall fully indemnify and hold each of the
11 other parties harmless from and against any liability imposed for injury (as defined by Government Code Section
12 810.8) occurring by reason of anything done or omitted to be done by the indemnifying party (Indemnitor) under or
13 in connection with any work, authority or jurisdiction delegated to the Indemnitor.

14 **9. (Deleted and Reserved – Amendment 1)**

15 **10. (Deleted and Reserved – Amendment 2)**

16 **11. (Revised and Replaced – Amendment 2)** In the event that NORCO defaults in the performance of any of its
17 obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY
18 shall have the option to terminate this Agreement upon 45 days written notice to NORCO.

19 **12. (No Change)** In the event of any arbitration, action or suit brought by any party against any other party by
20 reason of any breach on the part of the breaching party of any of the covenants and agreements set forth in this
21 Agreement, or any other dispute between the parties, or any of them, concerning this Agreement, the prevailing
22 party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover
23 from the losing party all costs and expenses or claims, including but not limited to attorneys fees and expert
24 witness fees. This section shall survive any termination of this Agreement.

25 **13. (No Change)** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
26 or unenforceable, the same shall be deemed severable from the remainder of this Agreement, and the remaining
27 provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

28 **14. (No Change)** This Agreement is to be construed in accordance with the laws of the State of California.

29 **15. (No Change)** Neither the CITIES nor COUNTY or COMMISSION shall assign this Agreement without the

1 written consent of the others.

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

6 18. **(No Change)** Any waiver by COUNTY, COMMISSION, or CITIES of any breach by any other party of any
7 provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same
8 or any other provision hereof. Failure on the part of COUNTY, COMMISSION, or CITIES to require from any
9 other party exact, full and complete compliance with any of the provisions of this Agreement shall not be
10 construed as in any manner changing the terms hereof, or stopping COUNTY, COMMISSION, or CITIES from
11 enforcing this Agreement.

12 19. **(Revised and Replaced – Amendment 2)** The Agreement dated March 8, 2016, as first amended by
13 Amendment 1 on July 17, 2018, and amended here again by this AMENDMENT (Amendment 2) together with the
14 Revised and Replaced Exhibit "A" attached herein contain the entire agreement between the PARTIES, and are
15 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation respecting
16 the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
17 Agreement, is null and void.

18 20. **(No Change)** Nothing in the provisions of this Agreement is intended to create duties or obligations to or
19 rights in third parties not a party to this Agreement or affect the legal liability of any party to the Agreement by
20 imposing any standard of care with respect to the maintenance of roads different from the standard of care
21 imposed by law.

22 21. **(Revised and Replaced – Amendment 2)** All PARTIES shall retain or cause to be retained for audit, all
23 records and accounts relating to PROJECT for a period of minimum three (3) years from the date of Notice of
24 Completion (NOC) for the PROJECT.

25 22. **(Revised and Replaced – Amendment 2)** The term of this Agreement between the PARTIES expires six (6)
26 months after the date of Notice of Completion (NOC) for the PROJECT absent a default by the parties. All
27 PROJECT activities shall be completed by the expiration date except PROJECT audits. NORCO shall issue a
28 task order to the County authorizing audit support services should there be an audit of the PROJECT records by a
29 Federal, State, or Local Authority after the expiration date. The agreed upon cost of audit support services as

1 requested by NORCO and performed by the COUNTY after the expiration of this Agreement shall be NORCO's
2 responsibility and shall be funded with NORCO's local funds only.

3 **23 (Revised and Replaced – Amendment 2)** All notices, demands, invoices, and other communications required
4 or permitted hereunder shall be in writing and delivered to the following addresses or such other address as the
5 PARTIES may designate:

6
7 COUNTY:

8 County of Riverside Transportation Department

9 Attn: Patty Romo, Director of Transportation

10 4080 Lemon Street, 8th Floor

11 Riverside, CA 92501

12 Phone: (951) 955-6740

13 Fax: (951) 955-3198

EASTVALE:

City of Eastvale

Attn: Bryan Jones, Interim City Manager

12363 Limonite Ave, Suite 910

Eastvale, CA 91752

Phone: (951) 703-4411

Fax: (951) 361-0888

14
15
16 NORCO:

17 City of Norco

18 Attn: Andy Okoro, City Manager

19 2870 Clark Avenue

20 Norco, CA 92860

21 Phone: (951) 270-5611

22 Fax: (951) 270-5622

COMMISSION:

Riverside County Transportation Commission

Attn: Anne Mayer, Executive Director

4080 Lemon Street, 3rd Floor

Riverside, CA 92502

Phone: (951) 787-7141

23
24
25 **25. (Revised and Replaced – Amendment 2)** The recitals set forth at the beginning of the original Agreement
26 dated March 8, 2016, Amendment 1 dated July 17, 2018, and this AMENDMENT (Amendment 2) are
27 incorporated herein by this reference.

28 **26. (No Change)** COMMISSION is not responsible or liable for providing any funding for PROJECT other than
29 those funds made available pursuant to SB 132.

1 27. **(No Change)** In the event that EASTVALE, NORCO or COUNTY defaults in the performance of its obligations
2 under this Agreement or materially breaches any of the provisions of this Agreement, COMMISSION shall have
3 the right to withdraw from participation in this Agreement upon 45 days written notice to all other parties.

4 28. **(No Change)** Nothing in this AGREEMENT shall be construed to prevent or preclude COUNTY from
5 expending funds on the PROJECT prior to the execution of the AGREEMENT, or from being reimbursed for such
6 expenditures.

7 29. **(Revised and Replaced – Amendment 2)** In light of the fact that this Agreement has been amended, any
8 references to this Agreement found in this Agreement shall be interpreted to refer to the Agreement as amended.
9 Similarly, any reference to Exhibit "A" within this Agreement shall refer to the Revised and Replaced Exhibit "A,"
10 which is attached to this Amendment 2.

11 30. **(Revised and Replaced – Amendment 2)** This Amendment 2 may be executed in one or more counterparts
12 and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of
13 which constitute one and the same instrument.

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

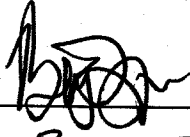
17 32. **(New)** Starting on the date of Notice of Completion NOC), CITIES shall be responsible for the maintenance of
18 the improvements provided by PROJECT that are located inside of their respective right-of-way boundaries.

19
20
21 **[Signatures of Parties on Following Page(s)]**
22
23
24
25
26
27
28
29

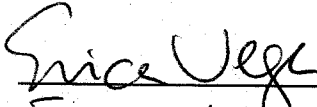
APPROVALS

CITY OF EASTVALE

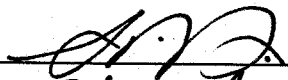
APPROVED BY:

 Dated: 12/13/18
Bryan Jones
City Manager

APPROVED AS TO FORM:

 Dated: 12/12/18
Erica Vega
City Attorney

ATTEST:

 Dated: 12/13/18
Steven Aguilar
City Clerk

CITY OF NORCO

APPROVED BY:

_____ Dated: _____

APPROVED AS TO FORM:

_____ Dated: _____

ATTEST:

_____ Dated: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

APPROVALS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

CITY OF EASTVALE

APPROVED BY:

_____ Dated: _____

APPROVED AS TO FORM:

_____ Dated: _____

ATTEST:

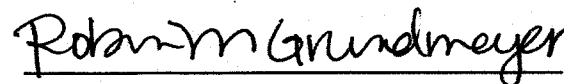
_____ Dated: _____

CITY OF NORCO

APPROVED BY:

Robin Grundmeyer Dated: 12/05/2018

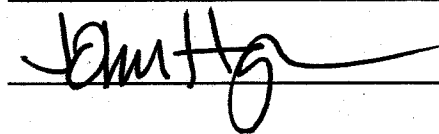
Mayor



APPROVED AS TO FORM:

John Harper Dated: 12/05/2018

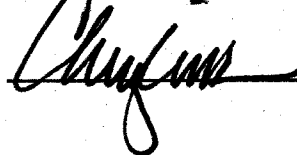
City Attorney



ATTEST:

Cheryl Link, CMC Dated: 12/05/2018

City Clerk





1 COUNTY OF RIVERSIDE

2 RECOMMENDED FOR APPROVAL:

3  Dated: 1-8-2019

4 Patricia Romo, Director of Transportation

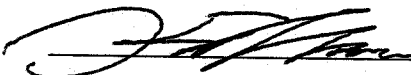
6 APPROVED AS TO FORM:

7 Gregory P. Priamos, County Counsel

9  Dated: 1/14/19

10 By Deputy Danielle Maland

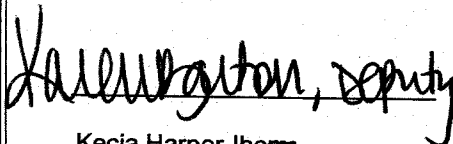
12 APPROVAL BY THE BOARD OF SUPERVISORS:

13  Dated: JAN 29 2019

14 KEVIN JEFFRIES

15 Chairman, Riverside County Board of Supervisors

17 ATTEST:

18  Dated: JAN 29 2019

19 Kecia Harper

20 Clerk of the Board (Seal)

COMMISSION:

APPROVED BY:

_____ Dated: _____

APPROVED AS TO FORM:

_____ Dated: _____

ATTEST:

_____ Dated: _____

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: \$67,382,000

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 6-lane bridge is the most prudent and cost-effective rehabilitation alternative. This determination, which is based on the age of the bridge, the structural deterioration, hydraulic deficiencies, geometric restrictions, and the need for increased traffic capacity, has been concurred and approved by the State Department of Transportation (Caltrans).

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	Funding Information			
				Participating Costs (HBP Funds @ 88.53%)	Participating Costs (Local Match @ 11.47%)	Non-Participating Costs (Local Funds)	Local Match / Local Fund Source
PA/ED	2013/2014	2019/2020	\$4,618,000	\$4,022,000	\$521,000	\$75,000	TUMF/SB-132
PS&E	2019/2020	2019/2020	\$1,900,000	\$1,682,000	\$218,000	-	SB-132
ROW	2019/2020	2019/2020	\$1,830,000	\$1,620,000	\$210,000	-	SB-132
CONST.	2020/2021	2022/2023	\$59,034,000	\$50,337,000	\$6,522,000	\$2,175,000	SB-132/ Trail Funds
Total	2013/2014	2022/2023	\$67,382,000	\$57,661,000	\$7,471,000	\$2,250,000	
						\$9,721,000	See Notes

Notes:

1. The estimated project costs provided in Table 1 are based on 65% design plans. The costs are subject to change as the project is developed to 100% design level depending on the final environmental mitigation costs, utility relocation costs (if any), and right of way costs (if any). Abrupt fluctuations in financial markets as well as the recently introduced tariffs may impact material costs.
2. At this stage of the project, \$2,250,000 of the \$67,383,000 total project cost has been identified as non-participating and ineligible for HBP funds. 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.
3. Non-Participating Costs are:
 - Reimbursement of cities for project coordination: \$75,000
 - Miscellaneous roadway construction costs: \$331,000
 - Miscellaneous retaining wall construction costs: \$312,000
 - Connections to trails outside road right of way: \$1,532,000
 - **Total Non-Participating Costs: \$2,250,000**
4. The currently available funds for local match plus non-participating costs are:
 - TUMF (NW Zone) \$ 250,000
 - SB-132 \$6,322,000
 - Trail Funds \$1,532,000
 - **TOTAL \$8,104,000**
5. The \$250,000 in TUMF (NW Zone) funds have already been exhausted for programming the project (\$124,000) plus to cover the first \$126,000 of the local match in Phase I (PA/ED Phase).
6. SB-132 funds shall be used next until exhausted to cover the local match for all participating costs plus \$75,000 to reimburse the cities for project coordination (see the first bullet item in Note 3 above).
7. This leaves a balance of \$1,617,000 out of \$9,721,000 in local matching funds plus non-participating costs for which the source is to be identified in accordance with the provisions of this amended Agreement.
8. Securing the Trail Funds for the construction of trail segments outside the road right of way shall be the responsibility of the County of Riverside Parks and Open Space District and shall be covered under a separate agreement.