

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



**ITEM: 3.37
(ID # 15063)**

MEETING DATE:
Tuesday, May 11, 2021

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION:
Approval of Amendment No. 2 and Funding Summary No. 3 to Agreement 08-1695 by and between the County of Riverside and the State of California Department of Transportation for the construction phase of the Avenue 66/UP Railroad Grade Separation Bypass Project in the Community of Mecca. District 4. [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Funding Summary Amendment – Funding Summary No. 03 Agreement Amendment No. 2 by and between the County of Riverside and the State of California Department of Transportation (Caltrans) for the construction phase of the Avenue 66/UP Railroad Grade Separation Bypass Project and authorize the Chair of the Board to execute the same.

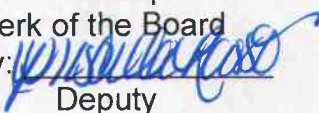
ACTION:Policy


Mark Lancaster, Director of Transportation 4/22/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Hewitt, seconded by Supervisor Spiegel 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: May 11, 2021
xc: Transp.

Kecia R. 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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Not Applicable.			Budget Adjustment: No	
			For Fiscal Year: 20/21 – 21/22	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Transportation Department, in cooperation with the Caltrans, and the Coachella Valley Association of Governments (CVAG), are constructing a new bridge over the Union Pacific railroad (UPRR) tracks, SR 111, and Hammond Avenue, in the community of Mecca. The railroad tracks run in a generally north-south direction and separate the Community of Mecca, on the east side of the tracks, from goods and services on the west side of the tracks. Currently, 4th Street is the only road that provides access to the community of Mecca and traffic going in and out of the community must wait at the tracks for trains to pass before they are able to cross. Due to projected regional population growth, the vehicular and train traffic is expected to increase causing additional congestion and delays at the existing 4th Street crossing.

The new bridge over the railroad tracks along Avenue 66 is being constructed south of 4th Street and will provide a secondary uninterrupted access to the Community of Mecca. The proposed project will construct a two-lane roadway and elevated structure over the UPRR, Hammond Road and SR 111 (Exhibit A).

The project includes realignment of a section of Avenue 66 (SR 111) and construction of a new bridge that crosses over existing SR 111. Because of the magnitude of work within state right-of-way, a cooperative agreement with Caltrans is necessary to allow the County to construct the improvements within the state right-of-way, outline the funding strategy, and to designate the County as the sponsor and implementing agency for assuring the project is completed.

By Minute Order 3-38 of April 30, 2019, the Board of Supervisors approved an Agreement between the County of Riverside and Caltrans that outlined each agencies responsibility for the construction phase of the project.

By Minute Order 3-50 of August 27, 2019, the Board of Supervisors approved Amendment No. 1 to the Agreement 08-1695 that revised the Funding Summary Table and Spending Summary Table to more accurately reflect the funding programmed for the project. All other terms and conditions remained.

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The Agreement is further revised through this Amendment No. 2 by replacing the Spending Summary Table No. 2 with Spending Summary Table No. 3 to define and include the Caltrans Department Furnished Material cost of \$15,613. Funding, invoicing, and payment terms were also updated to reflect current Caltrans practices. All other terms and conditions remain.

Construction completion is anticipated near the end of 2021.

Environmental Findings

On October 5, 2017, Caltrans, acting as lead agency for the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), made a Categorical Exemption/Categorical Exclusion Determination under Section 6005 of 23 U.S.C. 327, based on an examination of the proposed grade separation project and supporting information. This amendment has no effect on the environmental findings.

Project No. B8-0664

Impact on Residents and Businesses

The Avenue 66/UPRR Project will improve access and safety in the Community of Mecca and improve goods and services movement through the region.

SUPPLEMENTAL:

Additional Fiscal Information

There are no additional costs associated with this amendment. The project is being funded by various funding sources including Federal, State, CVAG TUMF, and Developer Impact fees. No General funds will be used on this Project.

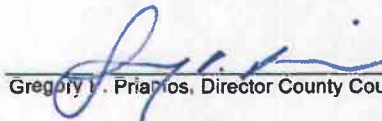
ATTACHMENTS:

Amendment No. 2 to Agreement 08-1695
Vicinity Map
Exhibit A



Jason Farin, Principal Management Analyst

5/4/2021



Gregory L. Prietos, Director County Counsel

4/28/2021

VICINITY MAP

AVENUE 66 BYPASS

GRADE SEPARATION AT UPRR

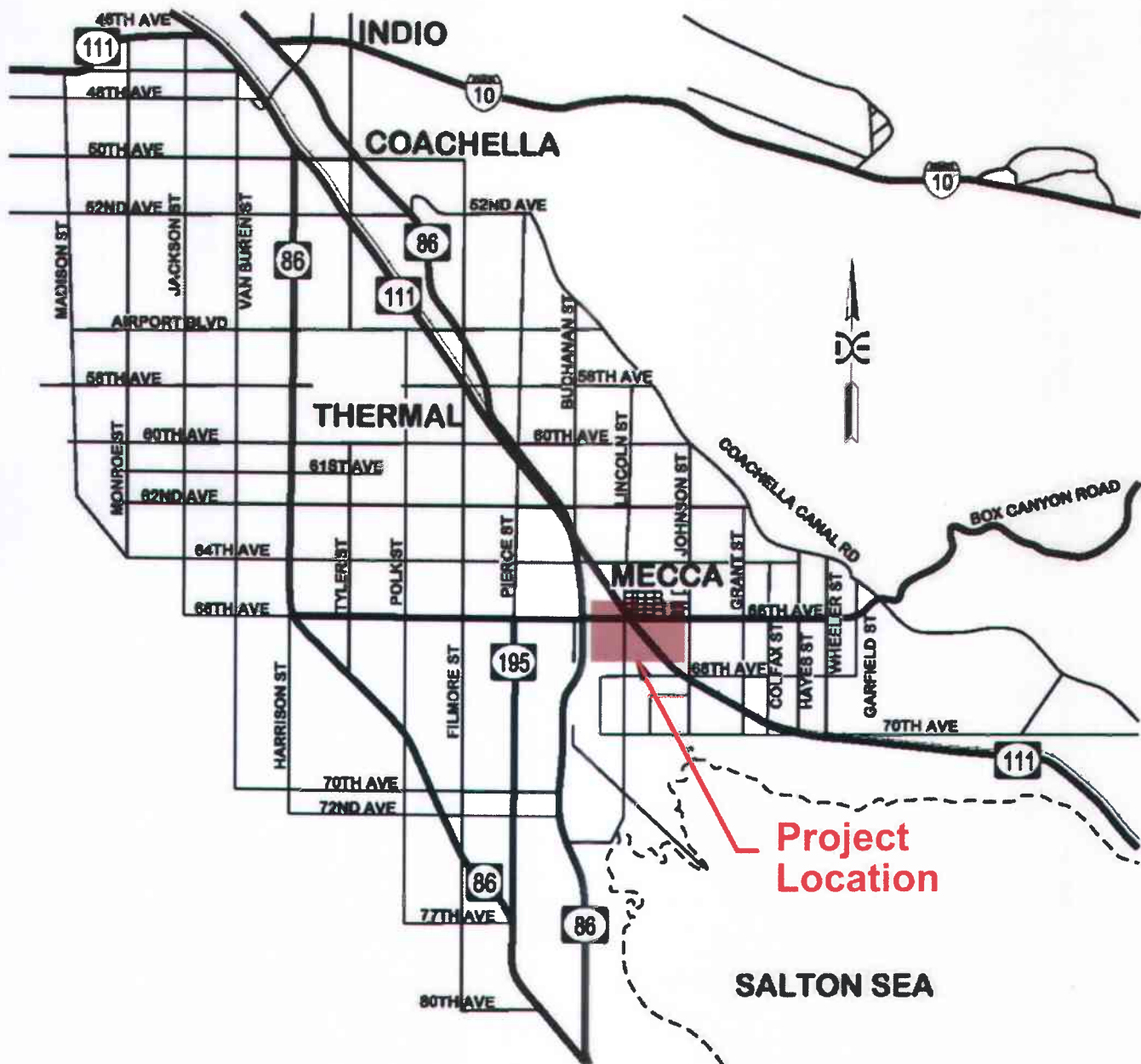


Exhibit A

Avenue 66 / UP Railroad Grade Separation Bypass



COOPERATIVE AGREEMENT COVER SHEET

Funding Summary Amendment – Funding Summary No. 03

Agreement Amendment No. 02

Work Description

THE COUNTY OF RIVERSIDE IS PROPOSING TO CONSTRUCT A GRADE SEPARATION BYPASS PROJECT LOCATED IN EASTERN RIVERSIDE COUNTY, IN THE COACHELLA VALLEY. THE PROJECT WILL CONNECT SR-111 TO AVENUE 66 WITH A NEW RAILROAD GRADE SEPARATION BYPASS OVER UPRR, SR-111, AND HAMMOND ROAD IN THE COMMUNITY OF MECCA, CALIFORNIA. THE TOTAL LENGTH OF THE PROJECT IS APPROXIMATELY 0.9 MILES.

Contact Information

CALTRANS

Michael Makary, Project Manager

464 W. 4th Street

San Bernardino, CA 92401

Office Phone: (909) 388-2175

RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT

John Ashlock, Engineering Project Manager

3525 14th Street

Riverside, CA 92501

Office Phone: (951) 955-2092

**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.

Funding

3. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

4. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

5. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

6. If the WORK is funded with state or federal funds, any PARTY seeking CALTRANS reimbursement of indirect costs must submit an indirect cost rate proposal and central service cost allocation plan (if any) in accordance with Local Assistance Procedures Manual, 2 CFR, Part 200 and Chapter 5. These documents are to be submitted annually to CALTRANS' Audits and Investigations for review and acceptance prior to CALTRANS' reimbursement of indirect costs.

7. Travel, per diem, and third-party contract reimbursements for WORK are to be paid from the funds in this AGREEMENT only after the contractor performs the work and incurs said costs.

Payments for travel and per diem will not exceed the rates paid rank and file state employees under current California Department of Human Resources (CalHR) rules current at the effective date of this AGREEMENT.

If COUNTY invoices for rates in excess of CalHR rates, COUNTY will fund the cost difference and reimburse CALTRANS for any overpayment.

8. In accordance with the CALTRANS Federal-Aid Project Funding Guidelines, PARTIES must obtain approval from the Federal Highway Administration prior to any PROJECT funding changes that that will change the federal share of funds.

Invoicing and Payment

9. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, COUNTY will pay invoices within five (5) calendar days of receipt of invoice.
10. If COUNTY has received EFT certification from CALTRANS then COUNTY will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
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12. If an executed Program Supplement Agreement (PSA) or STIP Planning, Programming, and Monitoring Program Fund Transfer Agreement (PPM) exists for this PROJECT then COUNTY will abide by the billing and payment conditions detailed for the fund types identified in the PSA or PPM.

13. If CALTRANS reimburses COUNTY for any costs later determined to be unallowable, COUNTY will reimburse those funds.

CONSTRUCTION Support

14. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

CONSTRUCTION Capital

15. COUNTY will invoice and CALTRANS will reimburse for actual costs incurred and paid.

Department Furnished Materials (DFM)

16. CALTRANS will invoice COUNTY for a fixed amount as a lump sum (single payment) after execution of this AGREEMENT and upon COUNTY's request for DFM.

AMENDMENT NO. 02

FUNDING SUMMARY NO. 03

1. PARTIES, in accordance with the provisions of this AGREEMENT, hereby amend this AGREEMENT by replacing Funding Summary No. 02 in its entirety with Funding Summary No. 03.
2. Funding Summary No. 3 will add Department Furnished Materials.

FUNDING TABLE					
IMPLEMENTING AGENCY →			COUNTY		Totals
Source	Party	Fund Type	CONST. SUPPORT	CONST. CAPITAL	
STATE	COUNTY	STIP/RIP	1,000,000	5,130,000	6,130,000
STATE	COUNTY	Prop IB	1,625,000	8,734,000	10,359,000
LOCAL-FEDERAL	COUNTY	RSTP (100 %)	3,000,000	9,110,000	12,110,000
LOCAL-FEDERAL	COUNTY	DEMO (100 %)	0	950,000	950,000
LOCAL-FEDERAL	COUNTY	2016 EARMARK	0	3,240,000	3,240,000
LOCAL-FEDERAL	COUNTY	HIP	0	3,000,000	3,000,000
LOCAL	COUNTY	Local	375,000	2,044,000	2,419,000
LOCAL	COUNTY	TUMF	750,000	3,981,000	4,731,000
Totals			6,750,000	36,189,000	42,939,000

SPENDING SUMMARY					
Fund Type	CONST SUPPORT		CONST CAPITAL		Totals
	CALTRANS	COUNTY	COUNTY	DFM CALTRANS	
STP/RIP	0	1,000,000	5,130,000	0	6,130,000
Prop 1B	0	1,625,000	8,734,000	0	10,359,000
RSTP	0	3,000,000	9,110,000	0	12,110,000
DEMO	0	0	950,000	0	950,000
2016 EARMARK	0	0	3,240,000	0	3,240,000
HIP	0	0	3,000,000	0	3,000,000
Local	0	375,000	2,028,387	15,613	2,419,000
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Signatures

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT

By: _____
Michael D. Beauchamp
District Director

By: Mark Lancaster Dated: 4-27-21
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: _____ Dated: 4/13/2021
Kristine Bell-Valdez
Supervising Deputy County Counsel

VERIFICATION OF FUNDS &
AUTHORITY:

APPROVAL BY THE BOARD OF
SUPERVISORS

By: _____
Corina Harriman
District Budget Manager

By: Karen S. Spiegel Dated: 05-11-2021
Chair Riverside County Board of
Supervisors

ATTEST:

By: Kecia Harper Dated: 5-11-2021
KECIA HARPER
Clerk of the Board (Seal)

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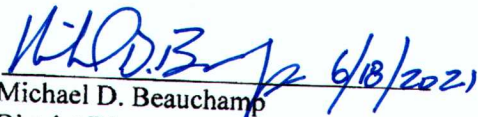
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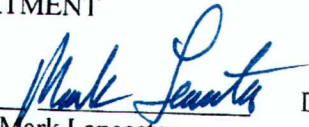
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By:  6/18/2021
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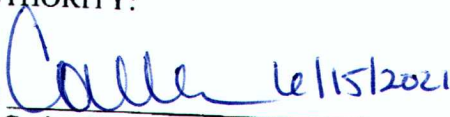
RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT

By:  Dated: 4-27-21
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By:  Dated: 4/13/2021
Kristine Bell-Valdez
Supervising Deputy County Counsel


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AUTHORITY:

By:  6/15/2021
Corina Harriman
District Budget Manager

APPROVAL BY THE BOARD OF
SUPERVISORS

By:  Dated: 05-11-2021
Chair Riverside County Board of
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LOCAL-FEDERAL	COUNTY	2016 EARMARK	0	3,240,000	3,240,000
LOCAL-FEDERAL	COUNTY	HIP	0	3,000,000	3,000,000
LOCAL	COUNTY	Local	375,000	2,044,000	2,419,000
LOCAL	COUNTY	TUMF	750,000	3,981,000	4,731,000
Totals			6,750,000	36,189,000	42,939,000

SPENDING SUMMARY					
Fund Type	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	COUNTY	COUNTY	DFM CALTRANS	
STIP/RIP	0	1,000,000	5,130,000	0	6,130,000
Prop 1B	0	1,625,000	8,734,000	0	10,359,000
RSTP	0	3,000,000	9,110,000	0	12,110,000
DEMO	0	0	950,000	0	950,000
2016 EARMARK	0	0	3,240,000	0	3,240,000
HIP	0	0	3,000,000	0	3,000,000
Local	0	375,000	2,028,387	15,613	2,419,000
TUMF	0	750,000	3,981,000	0	4,731,000
Totals	0	6,750,000	36,173,387	15,613	42,939,000

Signatures

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: Michael D. Beauchamp 6/28/2021
Michael D. Beauchamp
District Director

RIVERSIDE COUNTY TRANSPORTATION
DEPARTMENT

By: Mark Lancaster Dated: 4-27-21
Mark Lancaster
Director of Transportation

APPROVED AS TO FORM:

By: Kristine Bell-Valdez Dated: 4/13/2021
Kristine Bell-Valdez
Supervising Deputy County Counsel

VERIFICATION OF FUNDS &
AUTHORITY:

By: Corina Harriman 6/15/2021
Corina Harriman
District Budget Manager

APPROVAL BY THE BOARD OF
SUPERVISORS

By: Karen S. Spiegel Dated: 05-11-2021
Chair Riverside County Board of
Supervisors

ATTEST:

By: KECIA HARPER Dated: 05/11/2021
KECIA HARPER
Clerk of the Board (Seal)