

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



**ITEM: 3.45
(ID # 19098)**

MEETING DATE:
Tuesday, June 07, 2022

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:
Approval of the Cooperative Agreement between the County of Riverside and the State of California Department of Transportation for the preparation of a Project Initiation Document: Project Study Report - Project Development Support for proposed improvements to the I-215 / Ethanac Road Interchange. District 5. [\$250,000 Total Cost - Local Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside and the State of California Department of Transportation (Caltrans) for the preparation of a Project Initiation Document: Project Study Report - Project Development Support (PSR-PDS) for proposed improvements to the I-215 / Ethanac Road Interchange in the amount of \$250,000; and
2. Authorize the Chairman of the Board to execute the same.


ACTION:Policy


Mark Lancaster, Director of Transportation 5/20/2022

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: June 7, 2022
xc: TLMA-Transportation

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---|---------------------|
| COST | \$ 50,000 | \$ 200,000 | \$ 250,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Riverside County Transportation Commission (RCTC) (100%). There are no General Funds used in this project. | | | Budget Adjustment: No For Fiscal Year: 21/22 - 23/24 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Ethanac Road Interchange is located on I-215 between McCall Boulevard to the south and State Route 74 (SR-74) to the north in the City of Perris. The interchange is a major access point for existing residential and retail sites. Significant growth and development has taken place in the past 30 years and has resulted in traffic congestion at the interchange. Constructing improvements to the Ethanac Road interchange will address existing deficiencies and accommodate future growth and development.

In 2020, the County of Riverside Transportation Department (County) in cooperation with Riverside County Transportation Commission (RCTC) and the Cities of Lake Elsinore, Menifee, and Perris completed a planning study of the Ethanac Road/SR-74/Nichols Road Corridor (now referred to as the Ethanac Expressway) between I-15 and I-215. Ethanac Expressway connects the Cities of Lake Elsinore, Menifee, Perris, Hemet, and San Jacinto and is planned to function as a primary east-west, non-freeway arterial route that will provide connectivity between I-15 and I-215. Ethanac Expressway would involve various improvements including a bridge crossing, new roadway to fill missing links, grade separation, and interchange improvements. The results of the corridor study prioritized improvements at the I-215 / Ethanac Road interchange.

The City of Perris (City) in cooperation with Caltrans are proposing to improve the existing I-215 / Ethanac Road interchange. Interchange improvements will be identified through the preparation of the PSR-PDS.

The interchange is located within the jurisdictional boundaries of the City. The County Transportation Department has extensive experience in the development and implementation of Interchange projects. The City has agreed to support the County as the lead agency in the development and implementation of the Project in part due to the experience and expertise of the County.

The County is proposing to enter into a cooperative agreement with Caltrans which outlines the responsibilities of each agency during the Project Initiation Document phase and assigns

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responsibilities, designates funding obligations, and authorizes work to complete the PSR-PDS. Caltrans will be providing oversight, review, and approval services through this cooperative agreement.

A consulting services agreement between the County and the consultant Michael Baker International, Inc. (MBI) will be going to the County Board of Supervisors (BOS) for approval on the same agenda as this cooperative agreement. The consulting services agreement between the County and MBI will assign MBI to provide engineering services to complete the PSR-PDS.

I-215 / Ethanac Road Interchange Project Number: D2-0061

Impact on Citizens and Businesses

The proposed improvements will improve safety and enhance operational efficiency for local, regional, and interregional traveling motorists.

SUPPLEMENTAL:

Additional Fiscal Information

On January 17, 2017 (Agenda Item No. 3.38), the BOS approved an agreement between the County and RCTC using Regional Measure A Western County funds for the new corridor improvement study of Ethanac Expressway. The agreement outlined funding the corridor planning study with \$2,000,000 to be provided by RCTC and \$1,000,000 to be provided by the Local Agencies (County and Cities of Lake Elsinore, Menifee, and Perris).

On June 25, 2019 (Agenda Item No. 3.49) the BOS approved the agreement between the County and Cities of Lake Elsinore, Menifee, and Perris for the Ethanac Expressway corridor planning study. The agreement outlined the funding breakdown of the \$1,000,000 contribution from Local Agencies mentioned in the original agreement between the County and RCTC.

On May 27, 2021, the County and RCTC executed Amendment No. 1 to the Regional Measure A Western County funding agreement to utilize the remaining \$1,056,630 from the original agreement to fund the I-215 / Ethanac Road Interchange PSR-PDS.

The County is not responsible for funding any portion of this project.

ATTACHMENTS:

Vicinity Map
Cooperative Agreement

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Jason Farin Principal Management Analyst 6/1/2022

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.

Agreement 08-1747
Project No. 0822000013
EA 1M660
08-RIV-215-21.06/23.72

COOPERATIVE AGREEMENT COVER SHEET

Work Description

TO DEVELOP A PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS) TO IMPROVE THE EXISTING I-215/ETHANAC ROAD INTERCHANGE IN THE CITY OF PERRIS.

Contact Information

CALTRANS

Elaheh Hadipour, Project Manager
464 West 4th Street
San Bernardino, CA 92401
Office Phone: (909) 383-6723
Mobile Phone: (909) 665-3495
Email: elaheh.hadipour@dot.ca.gov

COUNTY OF RIVERSIDE

John Ashlock, Project Manager
4080 Lemon Street, 8th Floor
Riverside, CA 92502
Office Phone: (951) 955-1511
Email: jashlock@rivco.org

JUN 07 2022 3.45

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COOPERATIVE AGREEMENT

This COOPERATIVE AGREEMENT, referred to hereinafter as "AGREEMENT", executed on and effective from _____, is between the STATE OF CALIFORNIA, acting through its Department of Transportation, referred to hereinafter as "CALTRANS," and

the COUNTY OF RIVERSIDE, a political subdivision of the State of California, referred to hereinafter as "COUNTY OF RIVERSIDE."

An individual signatory to this AGREEMENT is referred to herein as a "PARTY." Collectively, the signatories to this AGREEMENT are referred to herein as the "PARTIES."

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per California Streets and Highways Code, Sections 114 and 130 and California Government Code, Section 65086.5.
2. For the purpose of this AGREEMENT, *a project study report – project development support (PSR-PDS) document to improve the existing I-215/Ethanac Road Interchange in the City of Perris* will be referred to hereinafter as "PROJECT." COUNTY OF RIVERSIDE desires that a Project Initiation Document (PID) be developed for the PROJECT. The Project Initiation Document will be a Project Study Report - Project Development Support (PSR-PDS).
3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENT will be referred to hereinafter as "WORK":
 - PROJECT INITIATION DOCUMENT (PID)

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

AGREEMENT will terminate one hundred eighty (180) days after PID is signed by PARTIES or as mutually agreed by PARTIES in writing. However, all indemnification articles will remain in effect until terminated or modified in writing by mutual agreement.

5. The following documents are attached to, and made an express part of this AGREEMENT:

- Scope Summary

6. No PROJECT deliverables have been completed prior to this AGREEMENT.
7. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. COUNTY OF RIVERSIDE is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- COUNTY OF RIVERSIDE is the Project Initiation Document (PID) IMPLEMENTING AGENCY.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, and potential funding sources.

12. COUNTY OF RIVERSIDE will provide a Quality Management Plan (QMP) for the WORK in every PROJECT COMPONENT that they are the IMPLEMENTING AGENCY of. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. COUNTY OF RIVERSIDE is the only PARTY obligating funds in this AGREEMENT and will fund the cost of the WORK in accordance with this AGREEMENT.

If, in the future, CALTRANS is allocated state funds and Personnel Years (PYs) for PID review or development of this PROJECT, PARTIES will agree to amend this AGREEMENT to change the reimbursement arrangement for PID review.

15. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Reimbursement Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Reimbursement Summary, in its entirety, each time the funding details change. Reimbursement Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Reimbursement Summary supersedes any previous Reimbursement Summary created for this AGREEMENT.

16. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.
17. Unless otherwise documented in the Reimbursement Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
18. Unless otherwise documented in the Reimbursement Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
19. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Reimbursement Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

- 20. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.
- 21. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COUNTY OF RIVERSIDE's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

- 22. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
- 23. COUNTY OF RIVERSIDE will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

- 24. As the PID IMPLEMENTING AGENCY, COUNTY OF RIVERSIDE is responsible for all PID WORK except those activities and responsibilities that are assigned to another PARTY in this AGREEMENT and those activities that may be specifically excluded.
- 25. Should COUNTY OF RIVERSIDE request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this AGREEMENT, COUNTY OF RIVERSIDE agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
- 26. CALTRANS will be responsible for completing the following PID activities:

| CALTRANS Work Breakdown Structure Identifier (If Applicable) | AGREEMENT Funded Cost |
|--|-----------------------|
| See scope summary | Yes |

27. CALTRANS will provide relevant existing proprietary information and maps related to:

- Geologic and Geotechnical information
- Utility information
- Environmental constraints
- Traffic modeling/forecasts
- Topographic and Boundary surveys
- As-built centerline and existing right-of-way

Due to the potential for data loss or errors, CALTRANS will not convert the format of existing proprietary information or maps.

28. When required, CALTRANS will perform pre-consultation with appropriate resource agencies in order to reach consensus on need and purpose, avoidance alternatives, and feasible alternatives.
29. CALTRANS will actively participate in the Project Delivery Team meetings.
30. The PID will be signed on behalf of COUNTY OF RIVERSIDE by a Civil Engineer registered in the State of California.
31. CALTRANS will review and approve the Project Initiation Document (PID) as required by California Government Code, Section 65086.5.

CALTRANS will complete a review of the draft PID and provide its comments to COUNTY OF RIVERSIDE within sixty (60) calendar days from the date CALTRANS received the draft PID from COUNTY OF RIVERSIDE. COUNTY OF RIVERSIDE will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by COUNTY OF RIVERSIDE, CALTRANS will complete those reviews within thirty (30) calendar days from the date CALTRANS received the draft PID from COUNTY OF RIVERSIDE.

After COUNTY OF RIVERSIDE revises the PID to address all of CALTRANS' comments and submits the revised draft PID and all related attachments and appendices, CALTRANS will complete its review and final determination of the revised draft PID within thirty (30) calendar days from the date CALTRANS received the revised draft PID from COUNTY OF RIVERSIDE. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, COUNTY OF RIVERSIDE will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The thirty (30) days CALTRANS review period will be stalled during that time and will continue to run after COUNTY OF RIVERSIDE provides the required data.

No liability will be assigned to CALTRANS, its officers and employees by COUNTY OF RIVERSIDE under the terms of this AGREEMENT or by third parties by reason of CALTRANS' review and approval of the PID.

COUNTY OF RIVERSIDE shall provide CALTRANS with plans prepared by COUNTY OF RIVERSIDE or COUNTY OF RIVERSIDE's consultant on CD using Micro Station .dgn: files and COUNTY OF RIVERSIDE shall provide CALTRANS with all documents pertaining to PROJECT in the appropriate electronic format (MSWORD, Excel, and .pdf). One copy should be provided to CALTRANS upon completion of the PROJECT's Project Initiation Document. CALTRANS reserves the right to modify the electronic files.

Additional Provisions

Standards

32. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:
- CADD Users Manual
 - CALTRANS policies and directives
 - Plans Preparation Manual
 - Project Development Procedures Manual (PDPM)
 - Workplan Standards Guide
 - Highway Design Manual (HDM)

Noncompliant Work

33. CALTRANS retains the right to reject noncompliant WORK. COUNTY OF RIVERSIDE agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

34. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

35. COUNTY OF RIVERSIDE will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

36. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY OF RIVERSIDE, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY OF RIVERSIDE, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
37. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

38. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within twenty-four (24) hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

39. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

40. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

41. If any hazardous materials, pursuant to Health and Safety Code 25260(d), are found within the PROJECT limits, the discovering PARTY will notify all other PARTIES within twenty-four (24) hours of discovery.

42. PARTIES agree to consider alternatives to PROJECT scope and/or alignment, to the extent practicable, in an effort to avoid any known hazardous materials within the proposed PROJECT limits.
43. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of COUNTY OF RIVERSIDE in concert with the local agency having land use jurisdiction over the property, and the property owner, to remedy before CALTRANS will acquire or accept title to such property.

Claims

44. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
45. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
46. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

47. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
48. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

49. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), and COUNTY OF RIVERSIDE will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

50. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
51. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

52. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

Penalties, Judgements and Settlements

53. The cost of awards, judgements, fines, interest, penalties, attorney's fees, and/or settlements generated by the WORK are considered WORK costs.
54. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

GENERAL CONDITIONS

55. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

56. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

57. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY OF RIVERSIDE for the purpose of this AGREEMENT.

Indemnification

58. Neither CALTRANS nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY OF RIVERSIDE, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY OF RIVERSIDE under this AGREEMENT. It is understood and agreed that COUNTY OF RIVERSIDE, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY OF RIVERSIDE, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

59. Neither COUNTY OF RIVERSIDE nor any of its officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY OF RIVERSIDE and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

60. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
61. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

62. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

63. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

64. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

65. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY OF RIVERSIDE will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

66. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

67. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically. Each party to this AGREEMENT agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this AGREEMENT. The PARTIES further agree that the electronic signatures of the PARTIES included in this AGREEMENT are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the PARTIES. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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**

Diane Morales
Acting District Director

Verification of funds and authority:

Corina Harriman
District Budget Manager

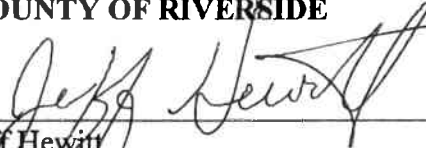
Approved as to form and procedure:

Cassandra Hoff
Deputy Attorney

Certified as to financial terms and policies:


Darwin Salmos
HQ Accounting Supervisor

COUNTY OF RIVERSIDE



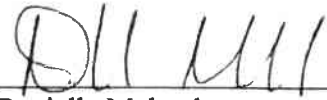
Jeff Hewitt
Chair, Board of Supervisors

Attest:



Kecia R. Harper
Clerk of the Board

Approved as to form:



Danielle Maland
Deputy County Counsel

REIMBURSEMENT SUMMARY NO. 01

| <u>FUNDING TABLE</u> | | | |
|-----------------------------|---------------------|-----------|---------|
| Source | Party | Fund Type | PID |
| LOCAL | County of Riverside | Measure A | 250,000 |
| Totals | | | 250,000 |

| <u>SPENDING SUMMARY</u> | | | |
|--------------------------------|----------|---------------------|---------|
| Fund Type | PID | | Totals |
| | CALTRANS | COUNTY OF RIVERSIDE | |
| Measure A | 250,000 | 0 | 250,000 |
| Totals | 250,000 | 0 | 250,000 |

Funding

1. Per the State Budget Act of 2012, Chapter 603, amending item 2660-001-0042 of Section 2.00, the cost of any engineering support performed by CALTRANS towards any local government agency-sponsored PID project will only include direct costs. Indirect or overhead costs will not be applied during the development of the PID document.

Invoicing and Payment

2. 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 OF RIVERSIDE will pay invoices within thirty (30) calendar days of receipt of invoice.
3. If COUNTY OF RIVERSIDE has received EFT certification from CALTRANS then COUNTY OF RIVERSIDE will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
4. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Project Initiation Document (PID)

5. CALTRANS will invoice County of Riverside for a \$37,500 initial deposit after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of PID expenditures. This deposit represents two (2) months' estimated costs.

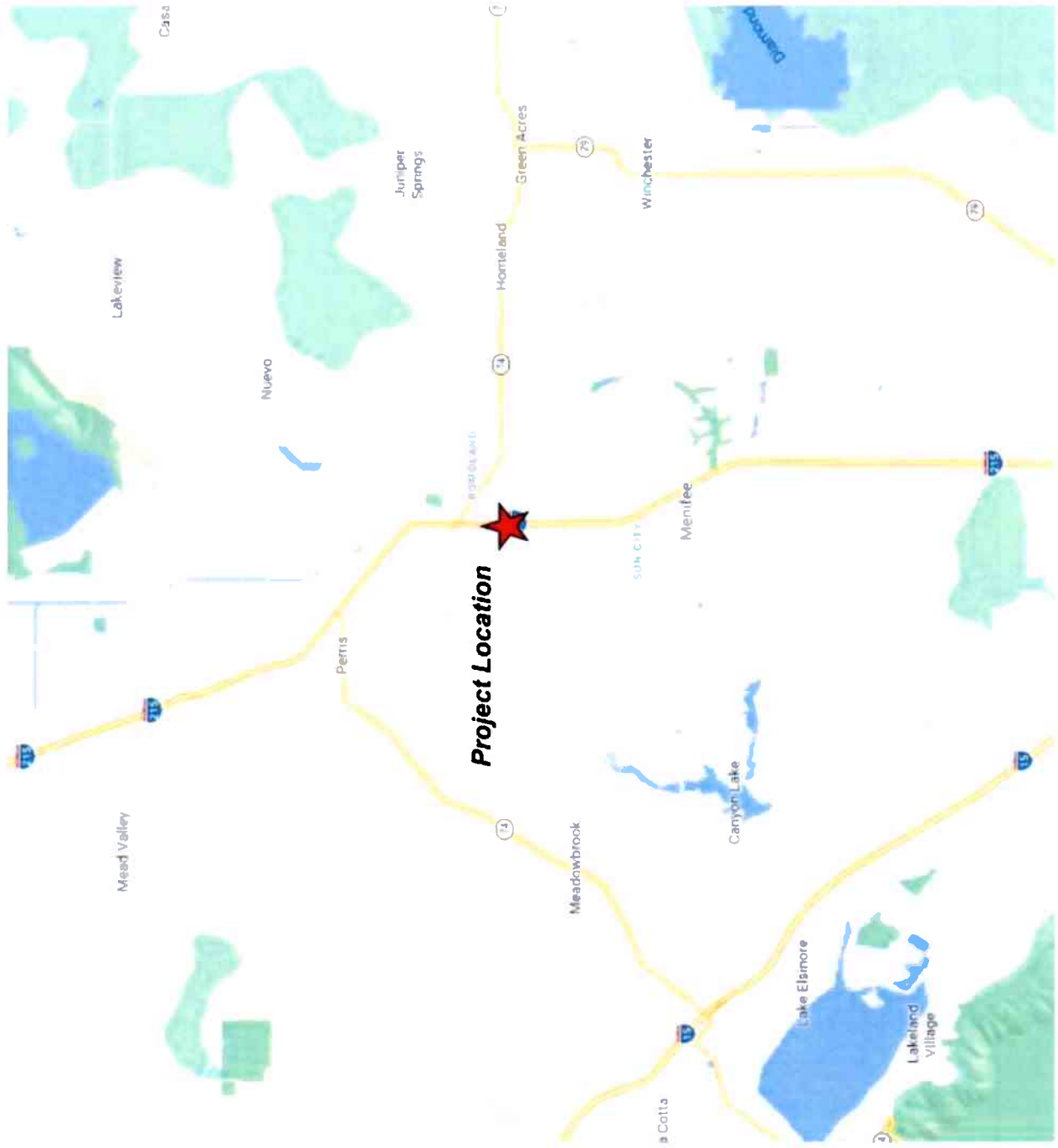
Thereafter, CALTRANS will invoice and COUNTY OF RIVERSIDE will reimburse for actual costs incurred and paid.

SCOPE SUMMARY

| WORK ELEMENT | CALTRANS | COUNTY | N/A |
|---|----------|--------|-----|
| 0.100.05.05.xx - Quality Management Plan | | X | |
| 0.100.05.05.xx - Risk Register | | X | |
| 0.100.05.05.xx - Communication Plan | | X | |
| 0.100.05.10.xx - Cooperative Agreement for PA&ED Phase | X | | |
| 0.100.05.10.xx - Independent Quality Assurance (IQA) | X | | |
| 0.100.05.10.xx - Project Development Team Meetings | X | X | |
| 1.150.05.05 - Review of Existing Reports Studies and Mapping | X | X | |
| 1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping | X | | |
| 1.150.05.10.xx - Provision of Existing Geological Information | X | | |
| 1.150.05.15 - Utility Search | | X | |
| 1.150.05.15.xx - Provision of Existing Utility Information | X | | |
| 1.150.05.20 - Environmental Constraints Identification | | X | |
| 1.150.05.20.xx - Provision of Environmental Constraints Information | X | | |
| 1.150.05.25 - Traffic Forecasts/Modeling | | X | |
| 1.150.05.25.xx - Provision of Existing Traffic Forecasts/Modeling Information | X | X | |
| 1.150.05.30 - Surveys and Maps for PID | | X | |
| 1.150.05.30.xx - Provision of Existing Surveys and Mapping | X | | |
| 1.150.05.35 – Transportation Problem Definition and Site Assessment | | X | |
| 1.150.05.45 - As-Built Centerline and Existing Right of Way | | X | |
| 1.150.05.xx - Provision of Existing District Geotechnical Information | X | | |

| WORK ELEMENT | CALTRANS | COUNTY | N/A |
|--|----------|--------|-----|
| 1.150.10 – Initial Alternatives Development | | X | |
| 1.150.10.05 - Public/Local Agency Input | | X | |
| 1.150.10.15 – Concept Alternatives Development | | X | |
| 1.150.15 – Alternatives Analysis | | X | |
| 1.150.15.05 - Right of Way Data Sheets | | X | |
| 1.150.15.10 - Utility Relocation Requirements Assessment | | X | |
| 1.150.15.15 - Railroad Involvement Determination | | | X |
| 1.150.15.25 – Life Cycle Cost Analysis | | X | |
| 1.150.15.30 – Structures Advance Planning Study (APS) | | | X |
| 1.150.15.35 - Multimodal Review | | X | |
| 1.150.15.40 - Hydraulic Review | | X | |
| 1.150.15.50 - Traffic Studies | | X | |
| 1.150.15.55 - Construction Estimates | | X | |
| 1.150.15.60 – Preliminary Transportation Management Plan | | X | |
| 1.150.20 – Preliminary Environmental Analysis Report (PEAR) | | X | |
| 1.150.20.05 - Initial Noise Study | | | X |
| 1.150.20.10 - Hazardous Waste Initial Site Assessment | | | X |
| 1.150.20.15 - Scenic Resource and Landscape Architecture Review | | | X |
| 1.150.20.20 – Initial NEPA/404 Coordination | | | X |
| 1.150.20.25 – Initial Biology Study | | X | |
| 1.150.20.30 - Initial Records and Literature Search for Cultural Resources | | X | |

| WORK ELEMENT | CALTRANS | COUNTY | N/A |
|---|-----------------|---------------|------------|
| 1.150.20.40 - Initial Community Impact Analysis, Land Use, and Growth Studies | | X | |
| 1.150.20.45 - Initial Air Quality Study Studies | | X | |
| 1.150.20.50 - Initial Water Quality Studies | | X | |
| 1.150.20.60 - Preliminary Environmental Analysis Report Preparation | | X | |
| 1.150.20.65 - Initial Paleontology Study | | | X |
| 1.150.25.05 - Draft PID | | X | |
| 1.150.25.10 – Approved Exceptions to Design Standards | X | | |
| 1.150.25.20 - PID Circulation, Review, and Approval | X | | |
| 1.150.25.25 - Storm Water Data Report | | X | |
| 1.150.25.30.05 – Cost Estimate for Alternatives | | X | |
| 1.150.25.99 – Other PID Products | | X | |
| 1.150.35 - Required Permits During PID Development | | X | |
| 1.150.40 - Permit Identification During PID Development | | X | |
| 1.150.45 - Base Maps and Plan Sheets for PID | | X | |



Project Location

Mead Valley

Lakeview

Casa

Nuevo

Juniper Springs

Homestead

Green Acres

Meadowbrook

Cotts

Canyon Lake

Menifee

SUN CITY

Winchester

Lake Elmore

Lakeland Village

Dartmouth