

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	September 14, 2006
TO:	Riverside County Transportation Commission
FROM:	Budget and Implementation Committee Cathy Bechtel, Project Delivery Director
THROUGH:	Eric Haley, Executive Director
SUBJECT:	Cooperative Agreement No. 07-72-030-00 with the City of Corona for the Funding and Preparation of a Project Report/Environmental Document for the Cajalco Road/Interstate 15 Interchange

BUDGET AND IMPLEMENTATION COMMITTEE AND STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Cooperative Agreement No. 07-72-030-00 between the city of Corona and the Commission for the preparation of a project report and environmental document (PR&ED) for the Cajalco Road/I-15 Interchange; and
- 2) Authorize the Chair, pursuant to legal counsel review, to execute the Agreement on behalf of the Commission.

BACKGROUND INFORMATION:

The city of Corona (City) is interested in expediting the improvement of the Cajalco Road/I-15 Interchange because of current and projected congestion levels at this location. The City was successful in securing \$6.8 million in SAFETEA-LU High Priority Project Roadway federal demonstration funds for the construction of this new interchange. The City has also programmed local funds, both developer fees and Transportation Uniform Mitigation Fees (TUMF), for this project. Improvement of this interchange must be completed in a fashion that would not preclude the connection of the Mid County Parkway (MCP) project at this location. The current schedule for the proposed MCP assumes completion of the PR&ED for the entire 32 mile corridor at the end of 2008, with construction projected for 2011.

The City desires to construct the interchange improvement sooner than the planned schedule and has approached the Commission to determine the possibility of having the consultant on the MCP, Jacobs Engineering, complete work on this interchange on an accelerated schedule. In order to allow the interchange improvement to move forward separate from the entire MCP project, a specific

PR&ED for the interchange must be prepared. Given the significant work already conducted in this area for the MCP (environmental studies, preliminary engineering) and the importance of coordinating a new local interchange with the proposed system-to-system interchange in this area. Staff supports the City's request to modify the Jacobs' contract to allow advancement of the project as long as it does not slow down the balance of the Commission's project or jeopardize the project development work on the MCP. Staff has had multiple meetings with Caltrans' staff and the Federal Highway Administration (FHWA) to obtain concurrence on advancing this project. The agencies are supportive as long as a new Project Study Report (PSR) and Value Analysis Study (VAS) are completed.

The City has agreed to bear the entire cost of completing the additional work. Terms of the agreement are outlined in the attached draft cooperative agreement. The details on the exact scope of services are still being refined through discussions with the City, Jacobs, Caltrans and the Commission. Once the requirements of the project are clarified and a specific cost for the new documents are determined, an amendment to the Jacobs' contract will be brought to the Commission for approval.

Attachment: Draft Cooperative Agreement No. 07-72-030-00

**COOPERATIVE AGREEMENT #07-72-030-00
FOR THE FUNDING AND PREPARATION
OF A PROJECT REPORT AND ENVIRONMENTAL DOCUMENT FOR THE
CAJALCO/INTERSTATE 15 INTERCHANGE**

1. Parties and Date.

1.1 This Cooperative Agreement (“Agreement”) is executed and entered into this ___ day of _____, 2006, by and between the Riverside County Transportation Commission (“Commission”) and the City of Corona (“City”). Commission and City are sometimes referred to in this Agreement individually as “Party” and collectively as the “Parties”.

2. Recitals.

2.1 The City of Corona desires to expedite improvements at Cajalco /Interstate 15 because of current and projected congestion at this location.

2.2 The City of Corona has identified local funding to reconstruct the Cajalco/Interstate 15 interchange.

2.3 RCTC has previously awarded a contract to Jacobs Civil, Inc. for the performance of project development work in connection with the transportation project known as the Mid-County Parkway Project (“MCP”).

2.4 The MCP is anticipated to intersect Interstate 15 in Corona and create traffic impacts for the Cajalco/Interstate 15 interchange in Corona, which is scheduled for reconstruction by the City.

2.5 City and RCTC desire to amend Jacobs Civil, Inc.’s scope of work under the existing contract with RCTC to include the preparation of a Project Report and Environmental Document for the Cajalco/Interstate 15 Reconstruction Project, with the cost of such work to be borne by the City under the terms and conditions set forth in this Agreement.

3. Terms.

3.1 Effective Date. This Agreement shall take effect on the date on which this Agreement is approved and executed by all of the Parties (“Effective Date”).

3.2 Term. The term of this Agreement shall be from the Effective Date until the date the Services (as defined herein) are completed.

3.3 Award of Change Order. RCTC shall execute and award a change order to Jacobs Civil, Inc., at the rates and under the terms and conditions specified in the contract between RCTC and Jacobs Civil, Inc., for the performance of the Services (as defined herein).

3.4 Description of Services. The Services to be provided by Jacobs Civil, Inc. under the change order described in Section 3.3 shall consist of the preparation of a Project Report and Environmental Document for the Cajalco/Interstate 15 Reconstruction Project, including _____ **[insert details of Project Study Report; attach as Exhibit "A" if necessary.]**(the "Services").

3.4.1 Amendments to Services. City may request, in writing, the provision of services in addition to those Services described herein. Changes or additions to the Services are subject to the approval of RCTC, which approval shall not be unreasonably withheld. Any change or addition to the Services may require a revision to compensation to be paid by City as set forth herein.

3.5 Payment for Services.

3.5.1 Funding of the Services. City shall bear the entire cost of the Services, as billed to RCTC by Jacobs Civil, Inc, and shall fund this work with local dollars.

3.5.2 Payment of Compensation. At its option, RCTC may submit monthly invoices to City or submit a single invoice upon completion of the Services. All invoices shall include a copy of the Jacobs Civil, Inc. invoice to RCTC for which reimbursement is sought, along with copies of any supporting documentation provided by Jacobs Civil, Inc. to RCTC. City shall pay all invoices submitted to City by RCTC within thirty (30) days of receipt of each invoice.

3.6 Schedule of Services. In consultation with City, RCTC shall require Jacobs Civil, Inc. to provide a schedule for completion of the Services, including milestone dates for completion of discrete portions of the Services jointly identified by City and Jacobs Civil, Inc.

3.7 Party Representatives.

3.7.1 RCTC's Representative. RCTC's Executive Director, or his designee, shall serve as RCTC's Representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement.

3.7.2 City's Representative. City hereby designates the Public Works Director or his designee as City's Representative to RCTC. City's Representative shall have the authority to act on behalf of City for all purposes under this Agreement. City's Representative shall work closely and cooperate fully with RCTC's Representative.

3.8 Termination.

3.8.1 Termination by RCTC; Notice. RCTC may, by written notice to City, terminate this Agreement for cause in whole or in part at any time, by giving written notice to City of such termination and specifying the effective date thereof.

3.8.2 Termination by City; Notice. City may terminate this Agreement for cause in whole or in part at any time, by giving written notice to RCTC of such termination and specifying the effective date thereof.

3.8.3 RCTC's Obligations Upon Termination. Upon termination or completion of this Agreement, RCTC shall provide to City copies of all materials, documents, research, and data produced by Jacobs Civil, Inc. as part of the Services. Prior to providing such copies, RCTC shall consult with City regarding whether City has already obtained copies of all such materials directly from Jacobs Civil, Inc.

3.8.4 City's Obligations Upon Termination. City shall reimburse Commission for all Services completed by Jacobs Civil, Inc. up to the effective date of the termination, whether or not an invoice for such Services has been received as of the termination date, as set forth in the final invoice submitted to City by RCTC, based upon the final invoice submitted to RCTC by Jacobs Civil, Inc.

3.9 Indemnification.

3.9.1 City's Indemnification Responsibilities. City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement, due to negligent acts, errors or omissions or willful misconduct of City, or any of its officers, agents, consultants, and employees. City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of City or any of its officers, agents, consultants, and employees.

3.9.2 RCTC's Indemnification Responsibilities. RCTC agrees to indemnify and hold harmless City and its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement, due to negligent acts, errors or omissions or willful misconduct of RCTC, or its officers, agents, consultants and employees. RCTC will reimburse City for any expenditures, including reasonable attorney's fees, incurred by City in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of RCTC, its officers, agents, consultants and employees..

3.10 Progress Reports. City may request RCTC to inform City of delays in the completion of the Services and provide City with progress reports.

3.11 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in County of Riverside.

3.12 Attorneys' Fees. If any Party commences an action against any other Party arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.

3.13 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.14 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

City of Corona
400 S. Vicentia Avenue
Corona, California 92882
ATTN: Public Works Director

Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, California 92501
ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.15 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.16 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.17 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.18 Independent Contractors. Jacobs Civil, Inc., and any other person or entities retained by RCTC or any consultant in connection with this Agreement or the Services shall be retained on an independent contractor basis and shall not be employees of City. RCTC shall require Jacobs Civil, Inc. and any other person or entities retained to pay all wages, salaries and other amounts due such personnel in connection with their performance of the Services and as required by law.

[signatures on the following page]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING**

CITY OF CORONA

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

By: _____
Karen Spiegel
Mayor

By: _____
Marion Ashley
Chairman

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
City Attorney

By: _____
Legal Counsel

EXHIBIT "A"

DESCRIPTION OF SERVICES

(Will be included in final agreement)