



# MEETING AGENDA

## Western Riverside County Programs and Projects Committee

**Time:** 1:30 p.m.  
**Date:** February 26, 2024  
**Location:** BOARD ROOM - County of Riverside Administration Center  
4080 Lemon St, First Floor, Riverside, CA 92501  
TELECONFERENCE SITE  
LARGE CONFERENCE ROOM – French Valley Airport  
37600 Sky Canyon Drive, Murrieta, CA 92563

### COMMITTEE MEMBERS

Wes Speake, **Chair** / Jim Steiner, City of Corona  
Joseph Morabito, **Vice Chair** / Ashlee DePhillippo, City of Wildomar  
Sheri Flynn / Rick Minjares, City of Banning  
Clint Lorimore / Todd Rigby, City of Eastvale  
Linda Krupa / Malcolm Lilienthal, City of Hemet  
Brian Berkson / Armando Carmona, City of Jurupa Valley  
Bill Zimmerman / Dean Deines, City of Menifee  
Berwin Hanna / Katherine Aleman, City of Norco  
Michael Vargas / Rita Rogers, City of Perris  
Chuck Conder / Patricia Lock Dawson, City of Riverside  
Kevin Jeffries, County of Riverside, District I  
Karen Spiegel, County of Riverside, District II

### STAFF

Anne Mayer, Executive Director  
Aaron Hake, Deputy Executive Director

### AREAS OF RESPONSIBILITY

Air Quality, Capital Projects, Communications and Outreach Programs, Intermodal Programs, Motorist Services, New Corridors, Regional Agencies/Regional Planning, Regional Transportation Improvement Program (RTIP), Specific Transit Projects, State Transportation Improvement Program (STIP)

Transportation Uniform Mitigation Fee (TUMF) Program, and Provide Policy Direction on Transportation Programs and Projects related to Western Riverside County and other areas as may be prescribed by the Commission.



**RIVERSIDE COUNTY TRANSPORTATION COMMISSION  
WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

[www.rctc.org](http://www.rctc.org)

**AGENDA\***

*\*Actions may be taken on any item listed on the agenda*

**1:30 p.m.**

**Monday, February 26, 2024**

**BOARD ROOM**

**County Administrative Center  
4080 Lemon Street, First Floor  
Riverside, California**

**TELECONFERENCE SITE**

**LARGE CONFERENCE ROOM**

**French Valley Airport  
37600 Sky Canyon Drive  
Murrieta, California**

*In compliance with the Brown Act and Government Code Section 54957.5, agenda materials distributed 72 hours prior to the meeting, which are public records relating to open session agenda items, will be available for inspection by members of the public prior to the meeting at the Commission office, 4080 Lemon Street, Third Floor, Riverside, CA, and on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, and the Federal Transit Administration Title VI, please contact the Clerk of the Board at (951) 787-7141 if special assistance is needed to participate in a Commission meeting, including accessibility and translation services. Assistance is provided free of charge. Notification of at least 48 hours prior to the meeting time will assist staff in assuring reasonable arrangements can be made to provide assistance at the meeting.*

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS** – *Each individual speaker is limited to speak three (3) continuous minutes or less. The Committee may, either at the direction of the Chair or by majority vote of the Committee, waive this three minute time limitation. Depending on the number of items on the Agenda and the number of speakers, the Chair may, at his/her discretion, reduce the time of each speaker to two (2) continuous minutes. Also, the Committee may terminate public comments if such comments become repetitious. In addition, the maximum time for public comment for any individual item or topic is thirty (30) minutes. Speakers may not yield their time to others without the consent of the Chair. Any written documents to be distributed or presented to the Committee shall be submitted to the Clerk of the Board. This policy applies to Public Comments and comments on Agenda Items.*

*Under the Brown Act, the Board should not take action on or discuss matters raised during public comment portion of the agenda which are not listed on the agenda. Board members may refer such matters to staff for factual information or to be placed on the subsequent agenda for consideration.*

5. **ADDITIONS/REVISIONS** *(The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.)*
6. **CONSENT CALENDAR** - *All matters on the Consent Calendar will be approved in a single motion unless a Commissioner(s) requests separate action on specific item(s). Items pulled from the Consent Calendar will be placed for discussion at the end of the agenda.*

**6A. APPROVAL OF MINUTES – JANUARY 26, 2024**

*Page 1*

7. **COUNTY OF RIVERSIDE FUNDING REQUEST #2 FOR CONSTRUCTION OF JURUPA ROAD GRADE SEPARATION PROJECT**

*Page 10*

**Overview**

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve programming up to an additional \$35 million of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Jurupa Valley's Jurupa Road Grade Separation project;
- 2) Direct staff to explore all potential funding alternatives for the Jurupa Road Grade Separation project to minimize the impact to MARA
- 3) Approve Amendment No. 1 to Agreement No. 21-72-121-00 between the Commission and the County of Riverside (County) as the lead agency for the programming of up to an additional \$35 million of MARA for the construction phase of the Jurupa Road Grade Separation project; and

- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment.

**8. MORENO VALLEY/MARCH FIELD METROLINK STATION TRACK AND PLATFORM EXPANSION PROJECT – CONSTRUCTION CONTINGENCY INCREASE**

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***Overview***

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve an increase in the contract contingency for Agreement No. 21-33-095-00 with Granite Construction Company for construction of the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project (Project) from 10 percent (\$2,211,112) to 16 percent (\$3,537,779) of the agreement amount of \$22,111,122 for a total amount not to exceed \$25,648,901;
- 2) Approve an amendment to the Fiscal Year 2023/24 Short Range Transit Plan (SRTP) to allocate an additional \$1,326,667 of State Transit Assistance (STA) funds to this Project;
- 3) Approve a FY 2023/24 budget adjustment of \$1,326,667 for revenues and expenses related to the Project; and
- 4) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total amount.

**9. STATE ROUTE 60 POTRERO BOULEVARD INTERCHANGE PROJECT COOPERATIVE AGREEMENT WITH THE CITY OF BEAUMONT**

*Page 22*

***Overview***

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 24-72-064-00, with the city of Beaumont for the State Route 60 Potrero Boulevard Interchange Project in an amount not to exceed \$5,706,000;
- 2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 24-72-064-00;
- 3) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreement and future non-funding agreements and/or amendments on behalf of the Commission; and
- 4) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the State Route 60 Potrero Boulevard Interchange Project in accordance with the Commission's Right of Way Policies and Procedures Manual.

**10. EXECUTIVE DIRECTOR REPORT**

**11. COMMISSIONER COMMENTS**

*Overview*

This item provides the opportunity for brief announcements or comments on items or matters of general interest.

**12. ADJOURNMENT**

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, March 25, 2024.**

# **AGENDA ITEM 6A**

## **MINUTES**



# **RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

## **WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

Monday, January 22, 2024

### **MINUTES**

#### **1. CALL TO ORDER**

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Brian Berkson at 1:32 p.m. in the Board Room located at 4080 Lemon Street, Riverside, CA 92501. Additional teleconference site: Large Conference Room, French Valley Airport, 37600 Sky Canyon Drive, Murrieta, CA.

#### **2. ROLL CALL**

##### **Members/Alternates Present**

Brian Berkson  
Chuck Conder  
Berwin Hanna  
Kevin Jeffries\*  
Linda Krupa  
Joseph Morabito  
Wes Speake  
Karen Spiegel  
Michael Vargas  
Bill Zimmerman\*\*

##### **Members Absent**

Sheri Flynn  
Clint Lorimore

\*Arrived after the meeting was called to order.

\*\*Joined the meeting at French Valley.

#### **3. PLEDGE OF ALLEGIANCE**

Commissioner Joseph Morabito led the Western Riverside County Programs and Projects Committee in a flag salute.

At this time, Commissioner Kevin Jeffries joined the meeting.

#### **4. PUBLIC COMMENTS**

There were no requests to speak from the public.

**5. ADDITIONS/REVISIONS**

There were no additions or revisions to the agenda.

**M/S/C (Vargas/Speake) to approve the following Consent Calendar item(s):**

**6A. APPROVAL OF MINUTES – NOVEMBER 27, 2023**

**7. FISCAL YEARS 2024/25 – 2026/27 MEASURE A SPECIALIZED TRANSIT CALL FOR PROJECTS PROGRAM GUIDELINES**

Eric DeHate, Transit Manager, presented the Fiscal Years 2024/25 – 2026/27 Measure A Specialized Transit Program update, highlighting the following areas:

- Program overview
  - Targets seniors, persons with disabilities, low-income populations, or those that are “truly needy” that cannot be served on the existing transportation network
  - Support expansion and extension of services for areas/special populations without alternate service options
- The logos displayed from some of the specialized transit providers who are recipients of Measure A Specialized Transit funds
- Funding availability for FYs 2024/25 – 2026/27
- Proposed changes to the guidelines
  - Matching Funds – Allow flexibility for transportation-only programs to receive a lower match requirement
  - Eligible Projects Type – Voucher programs can only be used for fixed-route services for regional programs.
  - Eligible Project Costs – Additional requirement for organizations that are not a transportation-only focused to provide an indirect cost methodology.
  - Scoring Criteria - Separated scoring criteria for replacement and expansion vehicles.
  - Grant Reporting– Added a new section “Post Award Guidance”

**M/S/C (Krupa/Conder) for the Committee to recommend the Commission take the following action(s):**

- 1) **Approve the Fiscal Years 2024/25 – 2026/27 Measure A Specialized Transit Program Guidelines; and**
- 2) **Direct staff to release the FYs 2024/25 – 2026/27 Measure A Specialized Transit Call for Projects for \$13,127,000 for Western Riverside County (Western County) on February 14, 2024.**

**8. AMENDMENT TO AGREEMENT WITH NOSSAMAN LLP FOR ON-CALL STRATEGIC PARTNERSHIP ADVISOR SERVICES FOR THE INTERSTATE 15 EXPRESS LANES PROJECT SOUTHERN EXTENSION**

Jeff Deitzler, Capital Projects Manager, presented the amendment with Nossaman LLP for on-call strategic partnership advisor services for the Interstate 15 Express Lanes Project Southern Extension (ELPSE), highlighting the following areas:

- A map was displayed of the Project and the ELPSE Project Scope
  - Dual express lanes in median
  - Limits: Cajalco Road to SR-74
  - \$650 million total capital cost
- Previous Commission actions summary
- Nossaman background
- Funding/budget adjustment

Jeff Deitzler noted that he and Corey Boock, Nossaman LLP were present for questions.

In response to Commissioner Karen Spiegel's clarification that Nossaman LLP was on the I-15 ELP, Jeff Deitzler replied yes. In response to Commissioner Spiegel's question what kind of things RCTC utilized their services for, Jeff Deitzler replied that the main design-build contracts are essentially Nossaman LLP contracts. They write up the contract, all the appendices, the attachments and then they work with the PCM contractor to develop the technical provisions. Above and beyond executing that contract they also work with RCTC to deal with legislative issues, and they assisted with the Caltrans/RCTC cooperative agreements.

At this time, Commissioner Spiegel made the motion.

Commissioner Wes Speake referred to slide 4 of the presentation and requested clarification regarding the word strategic if it is a thing because it is an on-call agreement, Jeff Deitzler replied yes. Commissioner Speake stated he understands what they do, he is curious that it has been since 2006 and the Commission has not gone out to bid and it is \$19 million.

Anne Mayer explained in the 2000s when RCTC was starting to explore whether or not they would get into the toll and express lane business RCTC put out a contract for strategic partnership advisory services and Nossaman LLP was one of their original strategic partners providing the Commission with legal advice. RCTC also had Parsons Brinckerhoff on the technical side and KPMG on the financial side. That original on-call bench was the bench of experts that advised the Commission on the kinds of policy decisions that would need to be made as they entered into these programs. At this point, Nossaman LLP is the only one of those advisors that stayed on after the original advisory services. She then discussed why RCTC has retained Nossaman LLP the entire time.

Commissioner Speake replied that Anne Mayer answered his second question, which is lessons learned in the beginning from the first contract and that they certainly had some hiccups.

Anne Mayer replied they were not hiccups as they are talking about the contract between RCTC and the contractor with respect to implementation and there were some but not many and a lot of them were related to the assignment of risk. They had some of those contractual disputes go to the escalation path went to the dispute relation board, but none of those disputes with the contractor went beyond what was available in the contract. RCTC did not have any claims at the end of the contract from the contractor, they did not have any contractual court cases related to that contract. In terms of why RCTC would not do a request for proposal, part of the reason is that it would cost RCTC more money to have another law firm develop new contractual obligations for those contracts.

Commissioner Kevin Jeffries noted that Anne Mayer addressed his same concerns. He stated when they do not go out to bid and explore other firms, they cannot really say they are saving any money or spending more money. Having his own history back then with these bills working through the state legislature and all the negotiations but not going out to bid generally raises flags and should raise flags, but this is a relatively unique area. He understands the history, but he would argue that the one area that they failed to properly anticipate was what a toll lane would do to the general-purpose lanes merging onto I-15 at Calajco Road. The law prohibits toll lanes from adversely impacting general-purpose lanes and the Commission did it exactly the opposite what the law allows but they are trying to fix it now and he supports their efforts here.

**M/S/C (Spiegel/Zimmerman) for the Committee to recommend the Commission take the following action(s):**

- 1) Approve Agreement No. 06-66-028-16, Amendment No. 13 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the Interstate 15 Express Lanes Project Southern Extension (I-15 ELPSE), extend the contract term to December 31, 2030, and augment the agreement in the amount of \$3,030,508, plus a contingency amount of \$350,000, for an additional amount of \$3,380,508 for a total amount not to exceed \$19,383,443;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project.**

**9. AGREEMENT FOR PLANS, SPECIFICATIONS, & ESTIMATES FOR THE INTERSTATE 15 FRANKLIN STREET INTERCHANGE PROJECT**

David Lewis, Capital Projects Manager, noted that he is presenting today on behalf of Joie Edles Yanez, Capital Projects Manager. He then presented the plans, specifications & estimates (PS&E) for the I-15 Franklin Street Interchange Project, highlighting the following:

- Background information
  - A map of the project location was displayed
  - Phase II, originally a part of I-15 Railroad Canyon Interchange Project (Phase I) - Completed Fall 2022
  - Earmarked \$12,500,000 in Transportation Uniform Mitigation Fee (TUMF) and Local City funds towards:
    - 1) I-15 Franklin Street Interchange PS&E Services
- Project Benefits:
  - Relieve existing traffic congestion
  - Improve overall operation of interchange and surrounding streets
  - Accommodate projected future traffic flow and movement
- Scope of work
  - New Franklin Street interchange
  - New four-lane overcrossing
  - Auxiliary lanes to Railroad Canyon Road and Main Street
  - Realignment and improvement of Auto Center Drive
  - Existing Franklin Street overcrossing south of new interchange will be protected in place
  - ADA compliant pedestrian and bicycle facilities on Franklin Street
- Procurement process
- Final design contract and fiscal impact

**M/S/C (Jeffries/Speake) for the Committee to recommend the Commission take the following action(s):**

- 1) Award Agreement No. 24-72-028-00 to HDR Engineering Inc. for plans, specifications, & estimates (PS&E) for the Interstate 15 Franklin Street Interchange Project in the amount of \$8,759,405, plus a contingency amount of \$875,941, for a total amount not to exceed \$9,635,346;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, on behalf of the Commission; and**
- 3) Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as required for these services.**

## 10. INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT DESIGN-BUILD CONTRACT FINAL ACCEPTANCE

Sri Srirajan, Senior Capital Projects Manager, presented the I-15/State Route 91 Express Lanes Connector Project design-build contract final acceptance update, highlighting the following areas:

- Background – Project overview
  - A photo of the new connector was displayed
  - \$270 million design-build
  - Design-Build Contractor -Myers-Rados, a Joint Venture
  - New Express Lane Connections
    - ✓ Eastbound-91 to northbound-15
    - ✓ Southbound-15 to westbound-91
  - Extends eastbound 91 No. 4 general purpose Lane
  - Extends eastbound 91 Express Lane
  - Adds 2nd eastbound express lane (added scope)
- Three distinct completion milestones
  - Substantial Completion – Open to Traffic on November 21, 2023
  - Project Completion – Completion of all field work targeting January 25, 2024
  - Final Acceptance:
    - ✓ Commission authorization
    - ✓ Project completion milestone fully satisfied
    - ✓ All documentation received
    - ✓ Approval of final acceptance submittals
    - ✓ Tools and spare parts delivered
    - ✓ Final acceptance punch list completed
    - ✓ Caltrans relief of maintenance and project acceptance
- Actions after final acceptance – Three-year plant establishment period

Commissioner Speake thanked Mr. Srirajan for the presentation and stated he had somebody ask him why are there still closures for the 91/15 and he replied they are not quite done yet but wanted to open it up so people could use it. Then he sees this final acceptance but then they have closures going on through the week and asked for an update.

Sri Srirajan replied after the project was substantially completed, they still had punch list items and some field work needed to be completed that work is being completed during the nightly closures.

Commissioner Speake stated that there are still closures this week. Anne Mayer replied that they are supposed to be done by January 25.

In response to Commissioner Speake's clarification that there is a closure scheduled for January 26, Anne Mayer replied they will double check, but they are supposed to have the field work done. She noted there are a couple of exceptions even on Corona city streets and one of the punch list items is for some paving and it is too cold and rainy to pave, so there may be a couple of things they may have to defer after final acceptance. She then discussed what happens after all the field work is done on January 26 regarding final project close out. This is giving her the authority that when they are done with everything they are contractually obligated to do they can accept the contract. This is only done on their design-build contracts because these are the only projects where they have leases where RCTC becomes the responsible operating entity.

Commissioner Speake stated he is asking as everyone is aware people in Corona read things and he will get asked why he gave final acceptance when the project is not done yet.

Anne Mayer replied that final acceptance will be granted when all work is completed, which means all the punch list work in the field is done there maybe some minor delays due to weather and/or supplies. They are waiting for a sign panel to come in as things are out of the contractor's control when it is all done and have everything contractually obligated to provide the Executive Director will issue final acceptance on the Commissioners' behalf as delegated. She concurred the 15/91 has some closures, but Caltrans has projects out there and they are also closing lanes.

At this time, Commissioner Jeffries moved approval and Commissioner Speake seconded the motion.

Chair Berkson stated there were lessons learned from the \$1.5 billion on the 91 and then they had pylons that were sinking, and they had to fix them. He asked if they have double checked that there are no sinking issues.

Anne Mayer replied there are no issues related to the project that are unresolved and one of the items in the presentation was the relief of maintenance. Relief of maintenance is an important moment in time because that is the moment that Caltrans agrees to accept responsibility for the structures and the facility in terms of stating that it meets all their standards. RCTC is on schedule for relief of maintenance there are no issues related to construction issues or field conditions. On the 91 they had exceptions from relief of maintenance so that specific area where there was some settlement RCTC was still maintaining that area not Caltrans.

Chair Berkson thanked Anne Mayer for her comments.

**M/S/C (Jeffries/Speake) for the Committee to recommend the Commission take the following action(s):**

- 1) Authorize Final Acceptance for the Interstate 15/State Route 91 Express**

**Lanes Connector Project (15/91 ELC or Project) Design-Build Contract, Agreement No. 19-31-074-00, with Myers-Rados, a Joint Venture, subject to the Executive Director's verification that all contract requirements for Final Acceptance have been met.**

**11. ELECTION OF OFFICERS FOR THE WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE**

At this time, Chair Berkson opened nominations for the Chair position.

Lisa Mobley, Administrative Services Director/Clerk of the Board, announced this item is for the committee to conduct an election of officers for Chair and Vice Chair for 2024 for the Western Riverside County Programs and Projects Committee. In 2023 Commissioner Berkson served as Chair, and Commissioner Speake served as Vice Chair.

Commissioner Linda Krupa, seconded by Chair Berkson nominated Commissioner Wes Speake for the Chair position for 2024.

No other nominations were received. The Chair closed the nominations. Commissioner Speake was elected as the Western Riverside County Programs and Projects Committee's Chair for 2024.

At this time, Chair Berkson opened nominations for the Vice Chair position for 2024.

Commissioner Wes Speake, seconded by Commissioner Karen Spiegel nominated Commissioner Joseph Morabito for the Vice Chair position for 2024.

No other nominates were received. The Chair closed the nominations. Commissioner Joseph Morabito was elected as the Western Riverside County Programs and Projects Committee's Vice Chair for 2024.

**12. EXECUTIVE DIRECTOR REPORT**

Anne Mayer announced:

- The Annual Commission Workshop is being held January 25-26, 2024, starting at 1:00 p.m. on Thursday and running through Friday morning until 11:00 a.m. There is a Toll Policy and Operations Committee meeting in advance of that and if there are questions to please contact Lisa Mobley. There are some critical issues on the workshop agenda for their discussion. The workshop agenda is published, and she discussed the critical items that are on the agenda.

**13. COMMISSIONER COMMENTS**

There were no Commissioner comments.

**14. ADJOURNMENT**

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was at 2:19 p.m.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Lisa Mobley", with a long horizontal flourish extending to the right.

Lisa Mobley  
Administrative Services Director/  
Clerk of the Board



# **AGENDA ITEM 7**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	February 26, 2024
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Jillian Guizado, Planning and Programming Director
<b>THROUGH:</b>	Aaron Hake, Deputy Executive Director
<b>SUBJECT:</b>	County of Riverside Funding Request #2 for Construction of Jurupa Road Grade Separation Project

**STAFF RECOMMENDATION:**

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve programming up to an additional \$35 million of 2009 Measure A Western County Regional Arterial (MARA) funds for the city of Jurupa Valley’s Jurupa Road Grade Separation project;
- 2) Direct staff to explore all potential funding alternatives for the Jurupa Road Grade Separation project to minimize the impact to MARA;
- 3) Approve Amendment No. 1 to Agreement No. 21-72-121-00 between the Commission and the County of Riverside (County) as the lead agency for the programming of up to an additional \$35 million of MARA for the construction phase of the Jurupa Road Grade Separation project; and
- 4) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the amendment.

**BACKGROUND INFORMATION:**

The Commission’s 2017 Companion Study to the 2012 Grade Separation Priority Update Study identifies three priority grade separations on critical urban freight corridors: McKinley Road (Corona), Jurupa Road (Jurupa Valley), and Third Street (Riverside). At the time, the Jurupa Road grade separation had no funding identified. A few months after the 2017 Companion Study was completed, the California State Legislature passed Senate Bill (SB) 132, providing \$108.4 million to deliver the Jurupa Road Grade Separation project. SB 132 included a statutory provision that the funds had to be encumbered by June 30, 2023.

The Commission has a history of providing discretionary funding to priority grade separation projects in the county. In 2001, the Commission approved a funding commitment to priority grade separation projects in Riverside County by providing a 10 percent local share match to the California Public Utilities Commission grade separation funding program. In 2007, the Commission committed to providing 25 percent of federal formula funds to priority grade separation projects. The Commission also approved Alameda Corridor East grade separation

projects as eligible projects for 2009 Measure A Western County Economic Development funds. In the same year, Proposition 1B was approved by California voters which included a program to improve trade corridors which offered grade separation project funding.

The County is the lead agency on the Jurupa Road Grade Separation project for the city of Jurupa Valley. Since SB 132's passage in 2017, the County has been working to deliver the project. Coordination with the Union Pacific Railroad (UP) has been especially challenging, particularly throughout the COVID-19 pandemic. To keep the project moving forward, the County developed a phased approach to construction which allowed it to advertise the construction contract while still finalizing the design and right of way. On May 19, 2021, the County opened construction bids. The low bid was favorable and very close to the engineer's estimate. Once the construction cost became known, the County developed an updated project cost estimate which indicated a funding shortfall of \$25,000,000. The County submitted a letter to the Commission regarding the shortfall and requested financial assistance to fully fund the project. Commission staff conducted an analysis of available fund types and determined that the only fund type eligible and available given the various project details and circumstances was MARA. On July 14, 2021, the Commission approved programming \$25 million of available MARA funds to fully fund the Jurupa Road Grade Separation project and entering into Agreement No. 21-72-121-00 for purposes of providing funding for the project on a reimbursable basis.

**DISCUSSION:**

The SB 132 encumbrance deadline on June 30, 2023, influenced decisions the County made on phasing the project delivery and costs it incurred for the project while trying to finalize the construction and maintenance (C&M) agreement with UP. Unfortunately, it took more than two years for UP to finalize the C&M agreement with the County for this project. In that time, inflation, labor costs, supply chain challenges, and lack of authority to proceed with construction within UP jurisdiction have led to additional costs incurred and anticipated for the project to be completed. The County estimates additional project costs at approximately \$46 million and has been working diligently to identify non-Commission sources to move the project forward. The County submitted a letter to the Commission regarding the cost increase and is requesting financial assistance to fully fund the project.

Due to the unique circumstances surrounding this project, staff believes there are limited fund sources the project qualifies for. However, this weighty request demands a thorough examination of all fund sources, which staff is committed to performing. In the interest of the project moving forward with the best outcome possible for the public, staff is recommending programming up to an additional \$35 million of MARA funds while also directing staff to explore all other potential fund sources this project could utilize to minimize the impact to MARA.

**FISCAL IMPACT:**

Total Commitments for this project are as follows:

- \$25.0 million – July 2021
- \$35.0 million – March 2024 (pending Commission approval)
- **\$60.0 million total – potential project funding commitment**

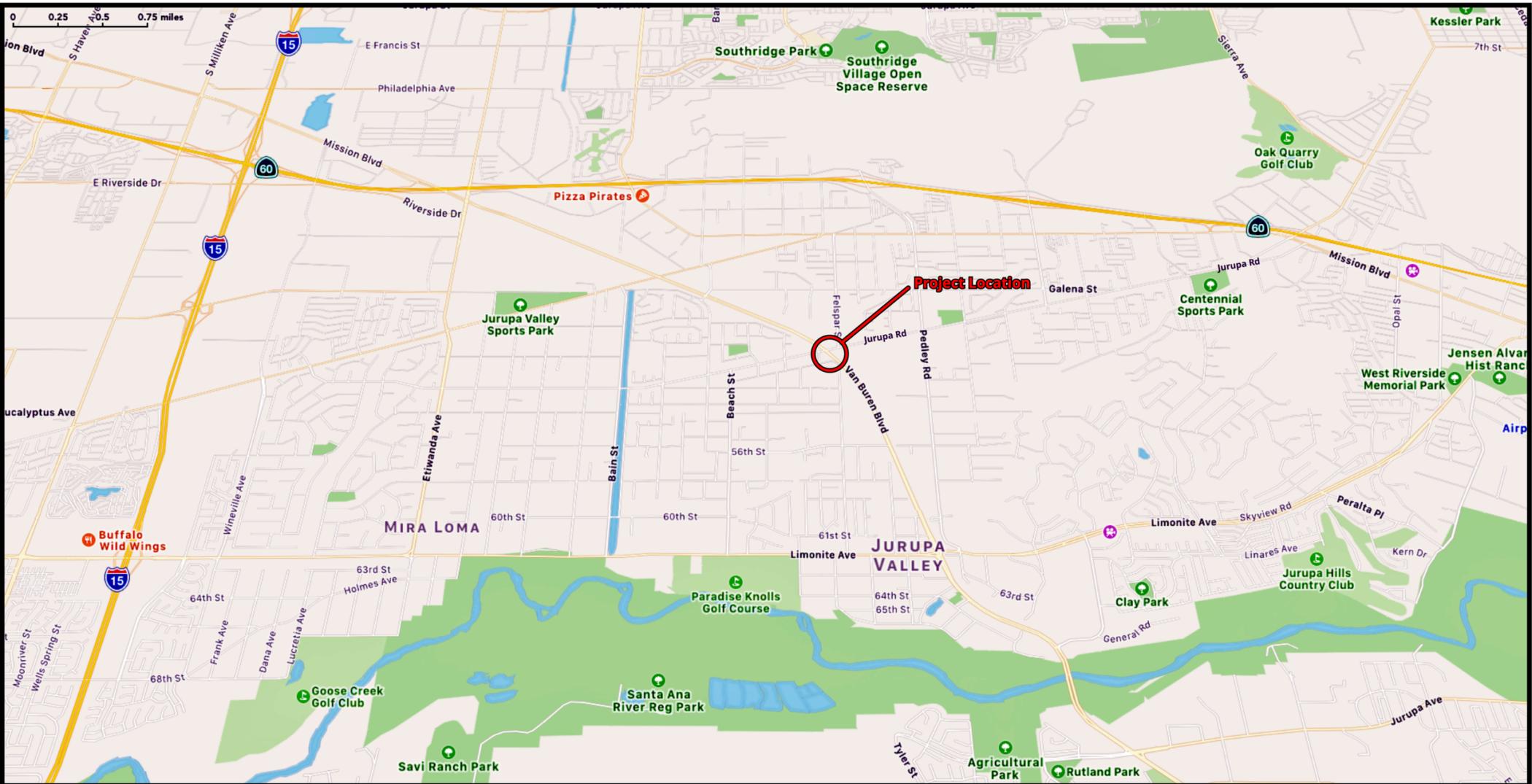
The County will invoice the Commission on a reimbursable basis for Contract Change Orders which exceed the originally authorized contract value as they are approved. The Commission will retain any cost savings realized on the project.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2024/25+	Amount:	Up to \$35,000,000
Source of Funds:	2009 Measure A Western County Regional Arterial funds			Budget Adjustment:	N/A
GL/Project Accounting No.:	663041 81301 00000 0000 266 72 81301				
Fiscal Procedures Approved:				Date:	02/20/2024

Attachments:

- 1) Project Location Map
- 2) February 16, 2024, Letter from County of Riverside









**COUNTY OF RIVERSIDE**  
**TRANSPORTATION AND**  
**LAND MANAGEMENT AGENCY**

*Patricia Romo, P.E.*  
*Interim Director*

*Dennis Acuna, P.E.*  
*Deputy for Transportation/Capital*  
*Projects*

*Russell Williams*  
*Deputy for Transportation/Planning and*  
*Development*

**Transportation Department**

February 16, 2024

Ms. Anne Mayer  
 Executive Director  
 Riverside County Transportation Commission  
 4080 Lemon Street, 3rd Floor  
 Riverside, CA 92501

Subject: Jurupa Road Grade Separation Additional Funds Request

Dear Ms. Mayer:

The County is the lead agency on the Jurupa Road Grade Separation project for the City of Jurupa Valley. The Jurupa Road Grade Separation project was implemented to address safety concerns of this at-grade crossing of Jurupa Road and the Union Pacific Railroad (UPRR) tracks and was identified as a priority grade separation on a critical urban freight corridor on the Commission's 2017 Companion Study to the 2012 Grade Separation Priority Update Study.

In April of 2017, the California State Legislature passed Senate Bill (SB)132, providing \$108.4 million to deliver a new grade separation at the Jurupa Road and UPRR at-grade crossing, to eliminate the conflict of vehicular traffic and freight trains. In late 2017, the County of Riverside selected a consultant to begin environmental clearance and design, and by October 2018 the County began to acquire the needed right of way for the project. The County bid the project in March 2021 and awarded a construction contract in July 2021. The total construction funding included \$108.4 million in SB 132 funds, \$25 million in Measure A Regional Arterial Funds (MARA), and \$3.2 million in Jurupa Community Service District. The total amount of the construction contract was \$64,790,010. An additional \$6,479,001 (10% of the construction contract) was included in the construction budget for contingency.

The contract needed to be awarded in July 2021 because of the statutory provision of SB132 that required the funds to be expended by June 2023.

A necessary component of this project is obtaining a Construction and Maintenance (C&M) agreement for the work within the UPRR right-of-way. When the contract was awarded, it was believed that the executed C&M agreement would be forthcoming. The contractor was issued a Notice to Proceed on the portion of the work outside of the UPRR right-of-way, with the intent that they could begin construction as needed to meet the time-frames specified in SB 132, while the C&M agreement would be completed within a few weeks. More than two years after work commenced, in early January 2024, the County finally obtained a fully executed C&M Agreement, which contained approved plans and specifications in which the contractor could commence track work. The over 2-year delay in obtaining an executed C&M agreement prohibited the contractor

from having the ability to proceed with the full construction of railroad track on their anticipated construction schedule. In that time, inflation, labor costs, supply chain challenges, a change in UPRR construction standards, and lack of authority to proceed with construction within UPRR jurisdiction have led to additional costs incurred and not anticipated for the project to be completed.

Below is the comparison of the budget at the time of contract award and the updated budget based on the new UPRR standards and escalation costs due to delayed C&M agreement approval:

	Budget July 2021	Budget February 2024
Engineering/Environmental	\$10,381,000	\$13,720,000
Right of Way	\$31,000,000	\$20,650,000
Construction, Const Mgmt, & UPRR	\$92,019,000	\$145,441,918
Total Project cost	\$133,400,000	\$179,812,000

The County is tasked with delivering this project on behalf of the City of Jurupa Valley and is actively working at different fronts to try to fill the funding shortfall. We believe the project is important to complete and regret that it has taken longer than expected to be able to commence work on the tracks. We believe that we are now in a position to complete the work and anticipate that work can be completed within two years. We would like to request that the Commission consider an allocation of additional funds so that the County can complete this important priority grade separation project.

Thank you in advance for your consideration of this request for additional funds.

Regards,



Patricia Romo

# **AGENDA ITEM 8**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	February 26, 2024
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	John Tarascio, Senior Capital Projects Manager
<b>THROUGH:</b>	Erik Galloway, Project Delivery Director
<b>SUBJECT:</b>	Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project – Construction Contingency Increase

**STAFF RECOMMENDATION:**

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve an increase in the contract contingency for Agreement No. 21-33-095-00 with Granite Construction Company for construction of the Moreno Valley/March Field Metrolink Station Track and Platform Expansion Project (Project) from 10 percent (\$2,211,112) to 16 percent (\$3,537,779) of the agreement amount of \$22,111,122 for a total amount not to exceed \$25,648,901;
- 2) Approve an amendment to the Fiscal Year 2023/24 Short Range Transit Plan (SRTTP) to allocate an additional \$1,326,667 of State Transit Assistance (STA) funds to this Project;
- 3) Approve a FY 2023/24 budget adjustment of \$1,326,667 for revenues and expenses related to the Project; and
- 4) Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total amount.

**BACKGROUND INFORMATION:**

On March 9, 2022, the Commission awarded Agreement No. 21-33-095-00 to Granite Construction Company (Contractor), as the lowest responsive, responsible bidder, for the construction of the Project in the amount of \$22,111,122. Additionally, the Commission approved a 10 percent contingency in the amount of \$2,211,112 to cover potential change orders during construction.

The Project will upgrade approximately 2 ½ miles of existing freight track from wood ties to new heavier track and concrete ties, an upgraded signal system, expansion of the existing platform and the addition of a new platform. The new platform will mirror the passenger amenities found on the existing platform, including canopies, a mini-high ADA platform, emergency telephone system, electronic displays, and signage. The project is being performed in partnership with Southern California Regional Rail Authority (SCRRA).

The Project is located on the west side of Interstate 215, between Eastridge Avenue (at Control Point (CP) Eastridge) and north of Van Buren Boulevard (new Control Point established as part of this project), along the Perris Valley Line corridor, on right of way owned by the Commission (Figure 1).



Figure 1: Project Location Map

**Construction Status**

The contractor was given a limited notice to proceed (NTP) on April 18, 2022, for the advance procurement of long lead time materials, followed by a full NTP for construction on October 10, 2022. Construction has since progressed and currently is approximately 65 percent complete, with an estimated completion date in the summer 2024.

As part of the construction scope, approximately 13,000 feet of existing track (rail and ties) were to be removed and upgraded to new heavier rail and concrete ties in order to meet current SCRRRA standards. Initially, it was assumed during the Project's design that the existing ballast material, which supports the rail and ties, was in adequate condition based on visual assessments. However, upon track removal and replacement, it was discovered that the existing ballast material beneath the surface was significantly degraded and insufficient in depth to support the new track in numerous locations. Following consultation with the Engineer of Record and SCRRRA, it was concluded that replacement with new compliant ballast material and additional excavation and grading below the ballast would be necessary. A total of 8,000 feet of existing track requires ballast replacement. This additional scope will require the issuance of a Contract Change Order(s) (CCO) for the contractor to proceed with the work.

The estimated cost to address the existing ballast issue amounts to \$1,675,985, which constitutes a significant portion (76 percent) of the project contingency. Considering other CCOs that have been executed and potential or pending CCOs due to other construction issues, the current contingency will not be sufficient to cover project expenses until completion. Table 1 summarizes the current CCO contingency status.

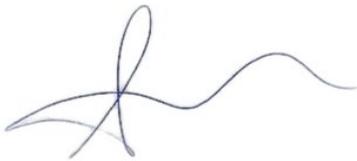
**Table 1: Contract Change Order (CCO)/Contingency Summary**

Commission Approved Contingency	\$2,211,112
Executed CCO's to Date	\$554,296
Pending CCO's Related to Ballast Issues	\$1,657,985
Other Potential/Pending CCO's	\$485,844
<b>Total Anticipated CCO's to Date</b>	<b>\$2,698,125</b>
Current Contingency Status	<b>-\$487,013</b>

**FISCAL IMPACT:**

Based on the current status of the overall project, staff estimates that increasing the contingency from 10 percent (\$2,211,112) to 16 percent (\$3,537,779), for a difference of \$1,326,667, will be sufficient to cover the total anticipated CCO's to date while providing enough remaining contingency (\$839,654) to account for any future issues that may be encountered through the end of the Project.

Staff recommends approval of an additional \$1,326,667 of STA funds to complete the Project and an amendment to the FY 2023/24 SRTP to reflect this increase. Staff also recommends approval of a budget adjustment for associated revenues and expenses in FY 2023/24.

Financial Information					
In Fiscal Year Budget:	No	Year:	FY 2023/24	Amount:	\$1,326,667
Source of Funds:	State Transit Assistance (STA) Funds \$1,326,667		Budget Adjustment:	Yes	
GL/Project Accounting No.:	Revenue: 004026 000 59001 0000 265 33 59001 Transfer In (1,326,667)  Expenditure: 004026 81301 00000 0000 265 33 81301 Granite (\$1,326,667)  002204 97001 00000 0000 241 62 97001 Transfer Out (\$1,326,667)				
Fiscal Procedures Approved:			Date:	02/15/2024	

Attachment: Amendment No. 5 of RCTC FY 2023/24 SRTP



**Table 4.0 - Summary of Funding Request - FY2023/24**  
**RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs**

Operating																			
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	CMAQ	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	SGR-OB PUC99313	SGR-OB PUC99314	STA-OB	Farebox
<b>Western County Rail</b>																			
Metrolink Operating Subsidy & Preventative Maintenance <sup>1</sup>	\$29,890,387				\$ 7,365,769				\$ 22,524,618										
Next Generation Rail Study Phase II	\$0																		
Program Management and Support <sup>2</sup>	\$6,753,800								\$ 1,709,800		\$ 3,544,000	\$ 1,500,000							
Property Management General - Rail	\$2,557,200										\$ 2,110,200	\$ 447,000							
Station Operations and Security	\$7,913,200										\$ 7,544,300	\$ 368,900							
Transfer Agreements	\$100,000																		
Free Rail Pass Program	\$1,007,009							\$ 1,007,009	\$ 100,000										
Working Capital Loan	\$5,000,000										\$ 5,000,000								
<b>Vanpool</b>																			
RCTC VanClub Operating Expenses	\$1,803,144			\$ 193,700		\$ 423,400					\$ 121,900	\$ 37,200							\$ 1,026,944.00
<b>Sub-total Operating</b>	<b>\$55,024,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$193,700</b>	<b>\$7,365,769</b>	<b>\$0</b>	<b>\$423,400</b>	<b>\$1,007,009</b>	<b>\$24,334,418</b>	<b>\$0</b>	<b>\$18,320,400</b>	<b>\$2,353,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,026,944</b>
<b>Capital</b>																			
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	CMAQ	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	SGR-OB PUC99313	SGR-OB PUC99314	STA-OB	Farebox
<b>Western County Rail</b>																			
Rail Stations Capital Rehabilitation FY 21-1	\$-147,005																		
Rail Stations Capital Rehabilitation FY22 WC 22-1	\$-57,744																		
Rail Stations Capital Rehabilitation WC 24-1	\$7,020,121		\$ 5,776,598										\$ 768,811	\$ 281,974					
RCTC Metrolink Capital Obligation WC 22-4	\$-424,109					\$ (424,109)													
RCTC Metrolink Capital Obligation WC 23-1	\$-57,165																		
RCTC Metrolink Capital Obligation <sup>3</sup> WC 24-2	\$15,691,304	\$ 2,257,740				\$ (57,165)													
RCTC Passenger Amenities New Stations - 17-4	\$-229,800																		
Moreno Valley/March Field Station Ped Bridge <sup>4</sup> WC 24-3	\$ 1,893,358																		\$ 1,893,358
Riverside-Downtown At Grade Crossing - WC 24-4	\$2,200,000																		
Riverside Downtown Station Track and Platform WC 22-3	\$ (9,640,156)																		\$ (1,893,358)
<b>Coachella Valley Rail</b>																			
CV Rail Environmental/Service Development Plan - CV 24-1	\$750,000														\$750,000				
<b>Sub-total Capital</b>	<b>\$16,998,804</b>	<b>\$2,257,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,952,290</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$768,811</b>	<b>\$281,974</b>	<b>\$750,000</b>	<b>\$-12,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total Operating &amp; Capital</b>	<b>\$72,023,544</b>	<b>\$2,257,740</b>	<b>\$0</b>	<b>\$193,700</b>	<b>\$20,318,059</b>	<b>\$0</b>	<b>\$423,400</b>	<b>\$1,007,009</b>	<b>\$24,334,418</b>	<b>\$0</b>	<b>\$18,320,400</b>	<b>\$2,353,100</b>	<b>\$768,811</b>	<b>\$281,974</b>	<b>\$750,000</b>	<b>\$-12,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,026,944</b>

<sup>1</sup> Metrolink Subsidy is \$28,231,736 plus 6% contingency. FTA 5337 directly allocated to Metrolink.

<sup>2</sup> Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits

<sup>3</sup> 5307 RS FY23 \$2,257,740; 5307 OB FY22 \$57,165 funds not included in Metrolink's capital grant, funds already authorized by Commission; 5337 FY23 \$12,952,290; 5337 OB FY22 \$424,109 were not included in Metrolink Rehab grant, funds already authorized by Commission. FTA 5307 and 5337 directly allocated to Metrolink.

<sup>4</sup> State Transit Assistance Funds savings from Riverside Downtown Station to Moreno Valley/March Field station.



**Table 4.0 - Summary of Funding Request - FY2023/24**

**RCTC Western County Rail, Coachella Valley Rail, and Vanpool Programs**

Operating																				
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES - OB	5337	5337 OB	CMAQ	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	SGR-OB PUC99313	SGR-OB PUC99314	STA-OB	STA PUC99314	Farebox
<b>Western County Rail</b>																				
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Program Management and Support <sup>2</sup>	\$6,753,800								\$ 1,709,800		\$ 3,544,000	\$ 1,500,000								
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Free Rail Pass Program	\$1,007,009							\$ 1,007,009	\$ 100,000											
Working Capital Loan	\$5,000,000										\$ 5,000,000									
<b>Vanpool</b>																				
RCTC VanClub Operating Expenses	\$1,803,144			\$ 193,700			\$ 423,400				\$ 121,900	\$ 37,200								\$ 1,026,944.00
<b>Sub-total Operating</b>	<b>\$55,024,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$193,700</b>	<b>\$7,365,769</b>	<b>\$0</b>	<b>\$423,400</b>	<b>\$1,007,009</b>	<b>\$24,334,418</b>	<b>\$0</b>	<b>\$18,320,400</b>	<b>\$2,353,100</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,026,944</b>
Capital																				
Project	Total Amount of Funds	5307 RS	5307 OB	5307 RS CARES	5337	5337 OB	CMAQ	LCTOP PUC99313	LTF	LTF - OB	MA CR	OTHR LCL	SGR PUC99313	SGR PUC99314	STA PUC99313	SGR-OB PUC99313	SGR-OB PUC99314	STA-OB	STA PUC99314	Farebox
<b>Western County Rail</b>																				
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Rail Stations Capital Rehabilitation WC 24-1	\$7,020,121		\$ 5,776,598										\$ 768,811	\$ 281,974						
RCTC MetroLink Capital Obligation WC 22-4	\$-424,109					\$ (424,109)														
RCTC MetroLink Capital Obligation WC 23-1	\$-57,165		\$ (57,165)																	
RCTC MetroLink Capital Obligation <sup>3</sup> WC 24-2	\$15,691,304	\$ 2,257,740	\$ (57,165)		\$ 12,952,290	\$ 424,109														
RCTC Passenger Amenities New Stations - 17-4	\$-229,800																			
Moreno Valley/March Field Station Ped Bridge WC 24-3	\$ 3,220,025																	\$ 1,893,358	\$ 1,326,667	
Riverside-Downtown At Grade Crossing - WC 24-4	\$2,200,000		\$ 2,200,000																	
Riverside Downtown Station Track and Platform WC 22-3	\$ (9,640,156)		\$ (7,746,798)															\$ (1,893,358)		
<b>Coachella Valley Rail</b>																				
CV Rail Environmental/Service Development Plan - CV 24-1	\$750,000														\$750,000					
<b>Sub-total Capital</b>	<b>\$18,325,471</b>	<b>\$2,257,740</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,952,290</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$768,811</b>	<b>\$281,974</b>	<b>\$750,000</b>	<b>\$-12,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,326,667</b>	<b>\$0</b>
<b>Total Operating &amp; Capital</b>	<b>\$73,350,211</b>	<b>\$2,257,740</b>	<b>\$0</b>	<b>\$193,700</b>	<b>\$20,318,059</b>	<b>\$0</b>	<b>\$423,400</b>	<b>\$1,007,009</b>	<b>\$24,334,418</b>	<b>\$0</b>	<b>\$18,320,400</b>	<b>\$2,353,100</b>	<b>\$768,811</b>	<b>\$281,974</b>	<b>\$750,000</b>	<b>\$-12,011</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,326,667</b>	<b>\$1,026,944</b>

<sup>1</sup> MetroLink Subsidy is \$28,231,736 plus 6% contingency. FTA 5337 directly allocated to MetroLink.

<sup>2</sup> Includes Rail program administration, capital support, marketing, Operation Lifesaver, professional services, and special trains. Allocations for salaries and benefits

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<sup>4</sup> State Transit Assistance Funds savings from Riverside Downtown Station to Moreno Valley/March Field station.

# **AGENDA ITEM 9**



<b>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</b>	
<b>DATE:</b>	February 26, 2024
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	David Lewis, Capital Projects Manager
<b>THROUGH:</b>	Erik Galloway, Projects Delivery Director
<b>SUBJECT:</b>	State Route 60 Potrero Boulevard Interchange Project Cooperative Agreement with the City of Beaumont

**STAFF RECOMMENDATION:**

This item is for the Committee to recommend the Commission take the following action(s):

- 1) Approve Cooperative Agreement No. 24-72-064-00, with the city of Beaumont for the State Route 60 Potrero Boulevard Interchange Project in an amount not to exceed \$5,706,000;
- 2) Authorize Commission staff to be the lead agency on behalf of the city of Beaumont, as stated in the terms of Cooperative Agreement No. 24-72-064-00;
- 3) Authorize the Executive Director, pursuant to legal counsel review, to execute the agreement and future non-funding agreements and/or amendments on behalf of the Commission; and
- 4) Authorize the Executive Director, pursuant to legal counsel review, to acquire required parcels for the State Route 60 Potrero Boulevard Interchange Project in accordance with the Commission’s Right of Way Policies and Procedures Manual.

**BACKGROUND INFORMATION:**

The SR-60/Potrero Boulevard Interchange Phase 2 project is located in the city of Beaumont (City) at the western end of the San Gorgonio Pass area of Riverside County on SR-60, between Jack Rabbit Trail and the SR-60/ Interstate Highway 10 Junction.

The SR-60/Potrero Boulevard Interchange Project received approval of the environmental document on March 1, 2013. The proposed project was planned to be constructed in two phases. Phase 1 involved the construction of the Potrero overcrossing structure, installation of concrete median barrier throughout the project limits, and extension of the existing Potrero Boulevard. No ramp connections to the SR-60 mainline were constructed as part of Phase 1. Phase 2 involves widening of San Timoteo Creek Bridge and constructing the remainder of the proposed project. Initially targeted for completion in 2015 to deliver a full interchange to the community, however the final design for Phase 2 was put on hold before final design was completed. Final design activities resumed in 2018, with a 95 percent submittal to Caltrans in May 2019, followed by

comments in July 2019. However, in July 2019, the project was suspended due to insufficient funding.

The proposed improvements include the following:

- Widening Potrero Boulevard on both sides of SR-60 to six (6) lanes;
- Adding two (2) new diagonal on-ramps;
- Adding two (2) new loop on-ramps;
- Adding two (2) new diagonal off-ramps;
- Realigning Western Knolls Avenue to a new T-intersection with Potrero Boulevard located to the north of the proposed interchange; and
- Adding auxiliary lanes on SR-60 for the entrance and exit ramps.

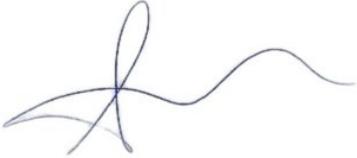
**Cooperative Agreement:**

The City has requested that the Commission be the lead agency for the plans, specifications, & estimates (PS&E) and right of way (ROW) phases and desires to enter into a cooperative agreement. This draft cooperative agreement details the Commission's authority to act as the lead agency, reimbursement to the Commission for all RCTC staff time and project management cost and ROW related costs, and other general matters related to the delivery of the project. It is anticipated the project will commence construction in 2025, at that time RCTC will seek an amendment to this agreement to incorporate the construction management and construction phase of the project.

At this time, the draft Cooperative Agreement No. 24-72-064-00 has been reviewed by the City and RCTC legal concurrence has been obtained.

**FISCAL IMPACT:**

Funding for the project consists of local city funds allocated by the City for development of a PS&E and ROW phases for the project. The cooperative agreement with the City allocates \$1,153,000 for RCTC Program Management and RCTC ROW Support, and \$4,553,000 for ROW expenses, for a total of \$5,706,000. The City will manage financial reimbursement to RCTC for RCTC staff time and for their design consultants directly for final design costs.

Financial Information					
In Fiscal Year Budget:	N/A	Year:	FY 2024/25+	Amount:	\$5,706,000
Source of Funds:		Local City Funds		Budget Adjustment:	No
GL/Project Accounting No.:		005139 81101 00019 0000 210 72 81101			
Fiscal Procedures Approved:				Date:	02/15/2024

Attachment: Draft Cooperative Agreement No. 24-72-064-00 – Agreement with City of  
Beaumont



**COOPERATIVE AGREEMENT  
BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE  
CITY OF BEAUMONT**

**FOR THE SR-60/POTRERO BOULEVARD INTERCHANGE PHASE II PROJECT  
PLANS, SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES**

1. Parties and Date. This Cooperative Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), by and between the Riverside County Transportation Commission (“RCTC”) and the City of Beaumont (“City”). RCTC and the City are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

2. Recitals.

2.1 The City is undertaking the SR-60 Potrero Boulevard Interchange Phase II Project, which includes the design and construction of a six ramp, partial cloverleaf interchange (“Project”). The City has engaged the services of an architectural and engineering consultant to prepare the plans, specifications and estimates (“PS&E”) for the Project (the “PS&E Consultant”).

2.2 The City is currently working to complete the PS&E phase of the Project, which includes preparation and management of the PS&E final design (“PS&E Phase”); and the right-of-way (“ROW”) phase of the Project, which includes right-of-way management, right-of-way acquisitions, and right-of-way utility coordination (ROW Phase”).

2.3 In order to meet funding deadlines, the City has requested that RCTC serve as the lead agency for the PS&E Phase and ROW Phase (collectively, “PS&E and ROW Phases”), with the City to provide support and to fund all costs incurred by RCTC for the PS&E and ROW Phases including, but not limited to, RCTC staff and consultant project management costs, ROW acquisition costs and legal services.

2.4 RCTC has agreed to act as the lead agency for the PS&E and ROW Phases. The City shall continue to be the contracting entity under the professional services agreement with the PS&E Consultant.

2.5 The Parties anticipate entering into a future amendment to this Cooperative Agreement to include the construction phase of the Project.

2.6 The Project is located adjacent to and within the jurisdictional boundaries of the City and may require improvements to streets within the City.

2.7 RCTC shall be the direct recipient of any federal and state funds provided for the Project, and shall utilize the funding disbursed by Caltrans solely for the Project.

### 3. Terms.

3.1 Estimated Cost of PS&E and ROW Phases. The Parties estimate that the total cost for the PS&E and ROW Phases to be incurred by RCTC, including, but not limited to, RCTC staff and consultant project management costs, ROW acquisition costs, legal services, outreach costs, and other direct costs (but excluding the PS&E Consultant costs, which are not covered under this Cooperative Agreement) shall be Five Million, Seven Hundred Six Thousand Dollars (\$5,706,000) ("Estimated PS&E and ROW Phase Costs"). The Estimated PS&E and ROW Phase Costs are further detailed in Exhibit A attached to this Cooperative Agreement and incorporated herein by reference.

#### 3.2 PS&E and ROW Phases of Work.

A. RCTC shall be the lead agency for the PS&E and ROW Phases. All costs and expenses incurred by RCTC for the PS&E and ROW Phases shall be reimbursed by the City using local funding sources, or such other funding sources available to the City. The Parties agree that RCTC shall not have any obligation to fund the PS&E or ROW Phases using its own funds. In the case that funds in addition to the funding amount specified in Section 3.1 above are needed to complete the PS&E and ROW Phases, the City shall be responsible for identifying and obtaining such additional funding. Allocation of additional funding shall be by amendment to this Cooperative Agreement or by separate agreement.

B. RCTC shall manage the PS&E Consultant and shall complete such other work and services required for the PS&E and ROW Phases within the term of this Cooperative Agreement, as provided in Section 3.3, unless extended by mutual agreement of the Parties.

3.3 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective Date and shall remain in effect through December 31, 2030, or until written agreement by the Parties that the PS&E and ROW Phases have been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.4 Cooperation. RCTC and the City agree to cooperate in the development of the PS&E and ROW documents required for Project, completion of the PS&E and ROW Phases, and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to the City, detailing the progress of the PS&E and ROW Phases.

#### 3.6 Obligations of the City.

A. RCTC shall submit invoices no less frequently than quarterly in any quarter in which reimbursable expenses are incurred but not to exceed once per month. The City shall timely review and pay approved invoices

within thirty (30) days. The City shall promptly notify RCTC of any disputed charges.

- B. The City may provide a City oversight engineer or other City staff to oversee any PS&E Phase or ROW Phase work or services at its own cost.
- C. At the request of RCTC, and subject to the City's reasonable discretion, the City shall exercise any rights of the City as the contracting entity under the PS&E Consultant contract.
- D. The City shall process any City encroachment permits required for the PS&E and ROW Phases at no cost to RCTC or its consultant(s) provided that RCTC or the consultant(s), as the case may be, submits a complete application for such encroachment permits consistent with City's requirements. The determination on whether the application is complete and whether an encroachment permit may be issued shall be made by the City in its sole and absolute discretion pursuant to its municipal code, policies, procedures, and any other applicable law.
- E. The City shall timely review design plans for the Project including, but not limited to, the PS&E and ROW documents and provide any approvals or comments within thirty (30) days of receipt of the plans. If the City fails to provide any comments or its approval within said time period, RCTC shall provide notice to the City Engineer of the City that the design plans or construction documents shall be deemed approved by the City if no comments are received within an additional 15 days. The CITY shall inspect any other PS&E or ROW Phases work or services upon written notice of completion of the work or services by RCTC to the City, and shall timely provide approval or identify any nonconformities identified by the City within thirty (30) days, or such other reasonable period requested by RCTC.
- F. The City shall not allow any encroachment within the City's right of way if such encroachment may interfere with the Project or the Project construction, without first coordinating the same with the Contractor and RCTC.
- G. The City shall not take any action with the intent or effect of unnecessarily impacting the timely implementation of the Project by RCTC.
- G. The City shall work cooperatively, and shall provide prompt responses and assistance to RCTC to ensure the timely completion of the PS&E and ROW Phases.
- H. The City shall promptly exercise all rights it may have, or shall assist RCTC in exercising rights on behalf of the City, under any franchise

agreements or Caltrans Master Agreements for utilities that require relocation or protection for the Project.

### 3.7 Obligations of RCTC

- A. RCTC shall serve as the lead agency for the PS&E and ROW Phases. RCTC shall be responsible for obligating state or federal funds, to the extent applicable; procuring, retaining and overseeing consultant(s) as required or reasonably necessary for completion of the PS&E and ROW Phases; and managing the PS&E Consultant.
- B. As part of managing the PS&E Consultant, RCTC shall review PS&E Consultant invoices and submit approved invoices to the City for payment by the City directly to the PS&E Consultant.
- C. RCTC shall provide the City an opportunity to review and approve all design and construction documents for the Project prior to finalization of such design document for the Project for public bidding purposes.
- D. RCTC shall invoice the City for PS&E and ROW Phases expenses, incurred in accordance with this Cooperative Agreement, no less frequently than quarterly in any quarter in which reimbursable expenses are incurred, but not to exceed once per month. Invoices submitted to the City shall be in a form and include such detail as reasonably requested by the City.
- E. To the extent applicable, RCTC shall be the direct recipient of any federal and state funds to be provided for the Project, and shall invoice Caltrans for Project costs at minimum once every six months, or as otherwise required by Caltrans.
- F. RCTC shall create any necessary Project records, reports and financial accounts to permit disbursement of allocated funds to RCTC, and shall ensure, to the extent applicable, that federal and state reporting requirements are met.
- G. As of the Effective Date, RCTC shall be solely responsible and liable for ensuring that the PS&E and ROW phases are completed in compliance with all applicable federal and state rules and regulations to ensure future federal funding eligibility of the Project.
- H. RCTC shall process any required FTIP amendments.
- I. Additional ROW Phase Obligations.

1. RCTC is responsible for all ROW work required for the Project except as expressly set forth in this Cooperative Agreement.

2. RCTC shall make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the Project.

3. RCTC shall provide City a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for City's concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to ROW certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the Project plans, specifications, and estimate.

4. RCTC will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

5. Acquisition of ROW will not occur prior to the approval of the environmental document without written approval from the CEQA lead agency for the Project.

6. RCTC will utilize a properly licensed consultant for all ROW activities. RCTC shall provide the City with copies of appraisal reports and acquisition documents upon request. RCTC will prepare ROW certification prior to advertising the construction contract. Physical and legal possession of the ROW must be completed prior to advertising the construction contract, unless Parties mutually agree to other arrangements in writing.

7. RCTC shall be the lead agency on eminent domain activities, if required for the Project.

8. Title to any property to be transferred to City by RCTC shall be free of all encumbrances and liens, except as to those items which City agrees are not in conflict with use of the property for roadway purposes. Upon acceptance, RCTC will provide City with a policy of title insurance in City's name.

### 3.8 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold the City, its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its officials, officers,

employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

B. The City shall, at its sole cost and expense, indemnify, defend and hold RCTC and its officials, officers, employees, consultants and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of City, its officials, officers, employees, agents, consultants or contractors in the performance of City obligations under this Cooperative Agreement, including but not limited to the payment of expert witness fees and reasonable attorneys' fees and costs.

3.9 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.10 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Cooperative Agreement.

3.11 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.12 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.13 RCTC Disclaimer. In no event shall RCTC be responsible or liable for the quality, suitability, operability or condition of any design or construction by the Project consultants or the contractor, as applicable, and RCTC expressly disclaims any and all express or implied representations or warranties with respect thereto, including any warranties of suitability or fitness for use.

3.14 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.15 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.16 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.17 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.18 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission  
4080 Lemon Street, Third Floor  
P.O. Box 12008  
Riverside, CA 92502-2208  
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP  
3390 University Ave. 5fl.  
Riverside, CA 92501  
Attention: Steven C. DeBaun

To City: City of Beaumont  
550 E. 6<sup>th</sup> Street  
Beaumont, CA 92223  
Attention: Director of Public Works | City Engineer

Copy to: Attention: City Attorney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.19 Time of Performance. Time is of the essence in the performance of this Agreement.

3.20 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.21 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.22 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.23 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.24 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Cooperative Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Agreement for all purposes. This Cooperative Agreement may be signed using an electronic signature.

3.25 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

**IN WITNESS WHEREOF**, the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE  
TO  
SR-60/POTRERO BOULEVARD INTERCHANGE PROJECT PLANS,  
SPECIFICATIONS, AND ESTIMATES AND RIGHT OF WAY PHASES  
COOPERATIVE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed this Cooperative Agreement as of the Effective Date.

**RIVERSIDE COUNTY  
TRANSPORTATION COMMISSION**

**CITY OF BEAUMONT**

By: \_\_\_\_\_  
Anne Mayer, Executive Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Best Best & Krieger LLP  
Counsel to RCTC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT "A"

### PS&E Phase and ROW Phase Cost Estimate Breakdown

<b>RCTC staff/Bechtel/legal support during PSE and ROW phases</b>	<b>\$1,153,000</b>
<b>Right of Way expenses</b>	<b>\$4,553,000</b>
<b>Total</b>	<b>\$5,706,000</b>

Draft