



MEETING AGENDA

Western Riverside County Programs and Projects Committee

Time: 1:30 p.m.
Date: August 26, 2019
Location: BOARD ROOM
County of Riverside Administration Center
4080 Lemon St, First Floor, Riverside CA 92501

COMMITTEE MEMBERS

Brian Berkson, **Chair**/Chris Barajas, City of Jurupa Valley
Michael Vargas, **Vice Chair**/Rita Rogers, City of Perris
Wes Speake/Jim Steiner, City of Corona
Clint Lorimore/Todd Rigby, City of Eastvale
Bill Zimmerman/Dean Deines, City of Menifee
Victoria Baca/Carla Thornton, City of Moreno Valley

Scott Vinton/Randon Lane, City of Murrieta
Berwin Hanna/Ted Hoffman, City of Norco
Andrew Kotyuk/Russ Utz, City of San Jacinto
Ben J. Benoit/Joseph Morabito, City of Wildomar
Kevin Jeffries, County of Riverside, District I
Jeff Hewitt, County of Riverside, District V

STAFF

Anne Mayer, Executive Director
John Standiford, 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**

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AGENDA*

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

1:30 p.m.

Monday, August 26, 2019

BOARD ROOM

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

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. **APPROVAL OF MINUTES – JUNE 24, 2019**
7. **CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT DESIGN-BUILD CONTRACT WITH SKANSKA-AMES, A JOINT VENTURE, FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT**

Page 1

Overview

This item is for the Committee to:

- 1) Approve Change Order No. 50 to Agreement No. 16-31-057-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Skanska-Ames, a Joint Venture (Skanska-Ames), to perform limited construction for the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) associated improvements in the amount of \$1.7 million, plus a contingency amount of \$170,000, for a total amount not to exceed \$1,870,000;
- 2) Authorize the Executive Director to negotiate and execute the change order amendment, pursuant to legal counsel review, for an amount not to exceed \$1,870,000;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

8. AMENDMENT TO AGREEMENT WITH NOSSAMAN LLP FOR ON-CALL STRATEGIC PARTNERSHIP ADVISOR SERVICES FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT

Page 11

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 06-66-028-14, Amendment No. 11 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC), extend the contract term to December 31, 2023, and augment the agreement in the amount of \$1.5 million, plus a contingency amount of \$150,000, for an additional amount of \$1.65 million, and a total amount not to exceed \$16,002,935;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project; and
- 4) Forward to the Commission for final action.

9. COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 8 FOR PROJECT INITIATION DOCUMENT PHASE FOR THE RIVERSIDE COUNTY NEXT GENERATION EXPRESS LANES PROJECT

Page 24

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 20-31-006-00, a cooperative agreement between the Commission and the California Department of Transportation, District 8 (Caltrans) for the Riverside County Next Generation Express Lanes Project (NGELP), in an amount not to exceed \$300,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

10. AMENDMENT TO AGREEMENT WITH T.Y. LIN INTERNATIONAL FOR FINAL DESIGN SERVICES RELATED TO THE MID COUNTY PARKWAY INTERSTATE 215/PLACENTIA AVENUE INTERCHANGE IMPROVEMENT PROJECT

Page 46

Overview

This item is for the Committee to:

- 1) Approve Agreement No. 16-31-066-03, Amendment No. 3 to Agreement No. 16-31-066-00, with T.Y. Lin International (T.Y. Lin) to finish final design services and prepare the Interstate 215/Placentia Avenue interchange improvement (I-215/Placentia Avenue) project for advertising and award, for an additional amount of \$629,416, plus a contingency amount of \$62,942, for an additional amount of \$692,358, and a total amount not to exceed \$4,761,021;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project; and
- 4) Forward to the Commission for final action.

11. COMMISSIONERS / STAFF REPORT

Overview

This item provides the opportunity for the Commissioners and staff to report on attended and upcoming meeting/conferences and issues related to Commission activities.

12. ADJOURNMENT

AGENDA ITEM 6

MINUTES

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

WESTERN RIVERSIDE COUNTY PROGRAMS AND PROJECTS COMMITTEE

Monday, June 24, 2019

MINUTES

1. CALL TO ORDER/ ROLL CALL

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 at the County of Riverside Administrative Center, 4080 Lemon Street, First Floor, Riverside, California, 92501.

2. ROLL CALL

Members/Alternates Present

Victoria Baca
Ben Benoit
Brian Berkson
Berwin Hanna
Jeff Hewitt
Kevin Jeffries
Clint Lorimore*
Wes Speake
Michael Vargas
Scott Vinton
Bill Zimmerman

*arrived after meeting was called to order

Members Absent

Andrew Kotyuk

3. PLEDGE OF ALLEGIANCE

At this time, Anne Mayer, Executive Director, led the Western Riverside County Programs and Projects Committee in a flag salute.

4. PUBLIC COMMENTS

There were no requests to speak from the public.

5. ADDITIONS/REVISIONS

There were no additions or revisions at this time.

6. APPROVAL OF MINUTES – APRIL 22, 2019

M/S/C (Baca/Benoit) to approve the minutes as submitted.

At this time, Commissioner Clint Lorimore arrived.

7. CHANGE ORDER TO AMEND THE INTERSTATE 15 EXPRESS LANES PROJECT TOLL SERVICES AGREEMENT WITH KAPSCH TRAFFICOM USA FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT

David Thomas, Toll Project Manager, presented the details of the change order to amend the I-15 ELP toll services agreement with Kapsch TrafficCom USA for the 15/91 ELC.

David Thomas clarified the gantry relocation for Chair Brian Berkson.

M/S/C (Speake/Vargas) to:

- 1) Approve Contract Change Order (CCO) No. 6 to Agreement No. 16-31-043-00 for the Interstate 15 Express Lanes Project (15 Express Lanes) with Kapsch TrafficCom USA Inc. (Kapsch) in the amount of \$2,809,286, plus a contingency amount of \$290,000, for a total amount not to exceed \$3,099,286;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to negotiate and execute the change order on behalf of the Commission;**
- 3) Authorize the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project; and**
- 4) Forward to the Commission for final action.**

8. CEQA REVALIDATION AND ADDENDUM FOR THE MODIFIED STATE ROUTE 91 CORRIDOR IMPROVEMENT PROJECT'S EXPRESS LANE CONNECTOR IMPROVEMENTS

David Thomas, Toll Project Manager, presented the details of the CEQA revalidation and addendum for the modified SR-91 ELC improvements.

M/S/C (Baca/Speake) to:

- 1) Adopt Resolution No. 19-011, *"Resolution of the Riverside County Transportation Commission Adopting an Addendum to the Previously Certified Environmental Impact Report (SCH #2008071075) Pursuant to the California Environmental Quality Act for the State Route 91 Corridor***

Improvement Project and Approving the Proposed Changes to the Project”; and

- 2) Forward to the Commission for final action.**

9. REQUEST FOR PROPOSAL TO DESIGN AND CONSTRUCT THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT THROUGH A DESIGN-BUILD CONTRACT

David Thomas, Toll Project Manager, presented the details of the RFP to design and construct the 15/91 ELC project through a design build contract.

David Thomas clarified for Commissioner Clint Lorimore a few of the shortlisted firms have local offices. Most are southern California based. The Commission does not give extra credit for being a local company.

Anne Mayer, Executive Director, added the Commission never included a local credit. Having a competitive, qualified firm is more important.

David Thomas clarified the stipend amount for Commissioners Scott Vinton and Jeff Hewitt.

David Thomas discussed the details of how the cost is incurred for the design portion of the connectors for Commissioner Wes Speake.

Mr. Thomas clarified for Chair Berkson that there will be minimal overlap between the Express Lanes Project and the 15/91 Express Lanes Connector Project.

Anne Mayer added staff is not done with the one-on-ones yet, the RFP has not been released yet, and the Commission is dark in August. In order to keep on schedule, staff needs to request the contingency amount now.

M/S/C (Benoit/Baca) to:

- 1) Authorize staff, subject to concurrence by the California Department of Transportation (Caltrans) and the Federal Highway Administration (FHWA), to issue Request for Proposal (RFP) No. 19-31-074-00 and future addenda to design and construct the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) project through a design-build (DB) contract;**
- 2) Approve the selection criteria for the selection of the apparent best value (ABV) proposer;**
- 3) Authorize the Executive Director to select the top-ranked ABV proposer for DB services, based on the criteria identified in the RFP and addenda, and to conduct subsequent limited negotiations;**
- 4) Authorize the Executive Director to pay, to the unsuccessful shortlisted DB proposers (or potentially all DB proposers in the case that the**

procurement is cancelled after the proposal due date) that submit a timely and responsive proposal, a stipend of \$225,000, plus a contingency amount of \$25,000 per proposer, for a total amount not to exceed \$1 million;

- 5) Authorize the Executive Director or designee to approve stipend contingency up to the total amount not to exceed as deemed necessary; and
- 6) Forward to the Commission for final action.

10. AGREEMENT WITH WSP USA INC. FOR THE COMPLETION OF THE PROJECT INITIATION DOCUMENT PHASE FOR THE RIVERSIDE COUNTY NEXT GENERATION EXPRESS LANES

Stephanie Blanco, Capital Projects Manager, presented the scope of the agreement with WSP USA Inc. for the completion of the project initiation document phase for the Riverside County Next Generation Express Lanes.

Commissioner Wes Speake commented on the removal of an HOV lane without adding a general purpose lane.

Michael Blomquist explained the express lanes proposed at the workshop.

Ms. Blanco clarified the locations of the proposed ingress/egress areas on the maps presented for Commissioner Vinton.

Commissioner Bill Zimmerman asked about the specifics of the planning money allocated for this project.

Ms. Mayer explained the funding source for this project is planning funds. It comes from the LTF and STIP funds.

M/S/C (Baca/Vargas) to:

- 1) Award Agreement No. 19-31-058-00 to WSP USA Inc. (WSP) to provide planning and preliminary engineering services to complete the Project Initiation Document for the Next Generation Express Lanes Project (NGELP), in the amount of \$996,110, plus a contingency amount of \$99,611, for a total contract amount not to exceed \$1,095,721;
- 2) Authorize the Executive Director, or designee, to approve an increase not to exceed \$20,000 of the total amount based on the final Caltrans Independent Office of Audits and Investigations (IOAI) and Commission's pre-award audit results;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;

- 4) **Authorize the Executive Director, or designee, to approve contingency work up to the total not to exceed amount as may be required for the Project; and**
- 5) **Forward to the Commission for final action.**

No: Jeffries, Speake

At this time, Commissioner Kevin Jeffries left the meeting.

11. AWARD OF CONSTRUCTION AGREEMENT WITH RIVERSIDE CONSTRUCTION FOR THE MID COUNTY PARKWAY MITIGATION SITE

Bryce Johnston, Capital Projects Manager, presented the scope of the agreement with Riverside Construction for the MCP mitigation site.

M/S/C (Baca/Vinton) to:

- 1) **Award Agreement No. 19-31-086-00 to Riverside Construction, as the lowest responsive, responsible bidder, for the construction of the Mid County Parkway (MCP) Mitigation Project (Project) in the amount of \$1,782,653, plus a contingency amount of \$267,398, for a total amount not to exceed \$2,050,051;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;**
- 3) **Authorize the Executive Director or designee to approve contingency work pursuant to the agreement terms up to the total not to exceed amount; and**
- 4) **Forward to the Commission for final action.**

12. AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SENATE BILL 1 FUNDING OF THE FREEWAY SERVICE PATROL PROGRAM IN RIVERSIDE COUNTY

Michelle McCamish, Management Analyst, presented the scope of the agreement with Caltrans for SB 1 funding of the FSP program in Riverside County.

M/S/C (Zimmerman/Vargas) to:

- 1) **Approve Agreement No. 19-45-101-00 with the California Department of Transportation (Caltrans) for the Senate Bill (SB) 1 funding of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,390,287;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and**
- 3) **Forward to the Commission for action.**

At this time, Commissioner Jeff Hewitt left the meeting.

13. AMENDMENTS FOR CONSTRUCTION FREEWAY SERVICE PATROL TOWING SERVICES SUPPORTING THE STATE ROUTE 60 TRUCK LANES PROJECT

Brian Cunanan, Commuter and Motorist Assistance Manager, presented the scope of the amendments for the construction FSP towing services supporting the SR-60 Truck Lanes project.

Mr. Cunanan clarified for Commissioner Lorimore the continuing issues the FSP faces are a combination of the economy and the operations involved with working in the FSP program. Tow operators have to invest in the program before they even start in the program. There are a few modifications to the program that will be looked into before the next RFP goes out.

Mr. Cunanan clarified for Commissioners Speake and Berkson that the removal of the fine for missing beats has been removed for the 6 month term of this project, not the entirety of the project.

Anne Mayer added the enhanced FSP service is specific for the 6 month closure of one Westbound lane.

Brian Cunanan clarified for Chair Berkson the penalty removal is for missing an existing regular beat. The SR-60 Truck Lanes Project is the main priority.

M/S/C (Benoit/Baca) to:

- 1) Approve the following amendments to agreements to provide Construction Freeway Service Patrol (CFSP) services for the State Route 60 Truck Lanes Project (Project) for an additional amount not to exceed an aggregate value of \$500,000:**
 - a) Agreement No. 15-45-060-03, Amendment No. 3 to Agreement No. 15-45-060-00, with Airport Mobile Towing, Inc. (Airport);**
 - b) Agreement No. 18-45-131-03, Amendment No. 3 to Agreement No. 18-45-131-00, with Coastal Pride Towing, Inc. (Coastal);**
 - c) Agreement No. 17-45-061-01, Amendment No. 1 to Agreement No. 17-45-061-00, with Pepe's Towing, Inc. (Pepe's);**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission; and**
- 3) Forward to the Commission for action.**

At this time, Commissioner Hewitt returned to the meeting.

14. COMMISSIONERS / STAFF REPORT

14A. Commissioner Speake announced:

- The full freeway closure on I-15 slated for the weekend of June 29, from Saturday 9 p.m. – 9 a.m. Sunday morning.
- Cajalco Road closure the weekend of June 29, from Saturday 7 p.m. – 10 a.m. Sunday morning.

14B. Chair Berkson announced the SR-60 Truck Lanes groundbreaking ceremony will take place on Friday, June 28 at 10 a.m.

15. ADJOURNMENT

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:37 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
Clerk of the Board

AGENDA ITEM 7

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 26, 2019
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Thomas, Toll Project Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Change Order to Amend the Interstate 15 Express Lanes Project Design-Build Contract with Skanska-Ames, a Joint Venture, for the Interstate 15/State Route 91 Express Lanes Connector Project

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Change Order No. 50 to Agreement No. 16-31-057-00 for the Interstate 15 Express Lanes Project (I-15 ELP) with Skanska-Ames, a Joint Venture (Skanska-Ames), to perform limited construction for the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC) associated improvements in the amount of \$1.7 million, plus a contingency amount of \$170,000, for a total amount not to exceed \$1,870,000;
- 2) Authorize the Executive Director to negotiate and execute the change order amendment, pursuant to legal counsel review, for an amount not to exceed \$1,870,000;
- 3) Authorize the Executive Director or designee to approve contingency work up to the total amount not to exceed as required for the project; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the 15/91 ELC project. The 15/91 ELC project will provide a tolled express lanes connector between the existing 91 Express Lanes and the future 15 Express Lanes to the north of SR-91 (Figure 1 Vicinity Map). A detailed vicinity map of the 15/91 ELC project is also provided as Attachment 1.

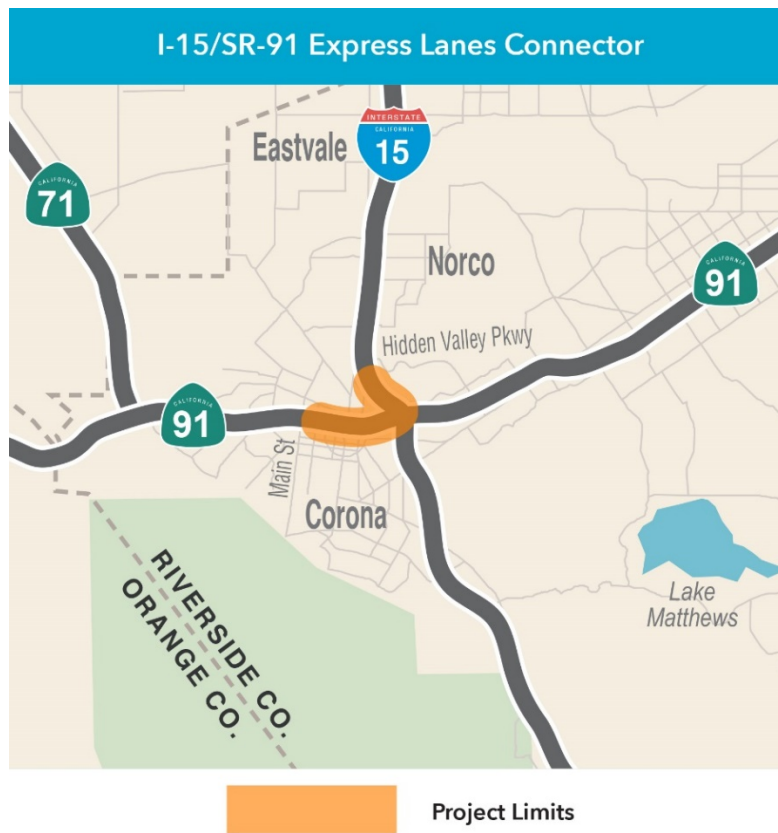


Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

SB 132 also statutorily created a task force to develop recommendations to accelerate project delivery of the RCTEC projects. On June 27, 2017, Governor Brown signed budget trailer bill Assembly Bill 115 (AB 115) through which the Commission received additional project delivery authority to ensure cost-effective and timely delivery of the 15/91 ELC.

At its October 2017 meeting, the Commission approved an overall procurement strategy for the 15/91 ELC to secure all the services and construction needed to deliver the project. The approved strategy consists of a series of contract amendments, as permitted by AB 115, to existing 91 Project and I-15 ELP contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

DISCUSSION:

At the April 12, 2017 Commission meeting, following a competitively negotiated procurement, the Commission awarded a best-value design-build contract to Skanska-Ames to design and construct the I-15 ELP in the amount of \$243,900,000 plus a contingency amount of \$19,512,000 for a total amount not to exceed \$263,412,000.

Based on the overall procurement strategy approved for the 15/91 ELC, staff supports a change order to amend the I-15 ELP design-build contract with Skanska-Ames to perform the following work associated with the implementation of the 15/91 ELC project:

- Construction of a Variable Toll Message Sign (VTMS) and the associated Toll Collection System (TCS) components along eastbound SR-91 west of the Riverside/Orange County Line.

This effort is to perform construction to accommodate the 15/91 ELC related improvements in advance of the planned overall design-build services contract for the 15/91 ELC project. The 15/91 ELC project has resulted in changes in toll pricing strategy which requires the installation of a VTMS along eastbound SR-91 to provide additional toll price information for a third destination. The early completion of the VTMS and related work will facilitate providing advanced express lanes pricing information to the travelling public and will reduce future disruption to the 91 Express Lanes operations after the completion of the I-15 ELP. Staff is negotiating Change Order No. 50 (see Attachments 2 and 3) currently estimated in the amount of \$1.7 million for this effort.

The table below summarizes the status of 15/91 ELC related change orders and amendments to the Skanska-Ames contract.

Table 1: Skanska-Ames 15/91 ELC Related Amendments/Change Orders

Amendment/Change Order No.	Status	Amount	Contingency	Total
Change Order No. 5 – Early geotechnical work and staff support	Commission approved on April 11, 2018	\$1,790,000	\$ 179,000	\$1,969,000
Amendment No. 2 – Preliminary Engineering	Commission approved on May 9, 2018	4,718,800	471,200	5,190,000
Change Order No. 6 – Design for improvements near Hidden Valley Parkway	Commission approved on June 13, 2018	2,891,000	289,100	3,180,100
Change Order No. 10 – Final Design and Construction for improvements near Hidden Valley Parkway	Commission approved on October 10, 2018	15,234,804	750,000	15,984,804
<i>Change Order No. 50 – Construction of VTMS (subject of this report)</i>	<i>For Commission approval on September 11, 2019</i>	<i>1,700,000</i>	<i>170,000</i>	<i>1,870,000</i>
Totals		\$26,334,604	\$1,859,300	\$28,193,904

RECOMMENDATION:

Staff recommends approval of Change Order No. 50 to amend the design-build contract between the Commission and Skanska-Ames in the amount of \$1.7 million, plus a contingency amount of \$170,000, for a total amount of \$1,870,000. Further, authorization is requested for the Executive Director to negotiate and execute the change order amendment, pursuant to legal counsel review, for an amount not to exceed \$1,870,000, and for the Executive Director or designee to approve contingency work up to the total not to exceed amount as required for the project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2019/20	Amount:	\$1,870,000
Source of Funds:	SB 132 State Funds			Budget Adjustment:	No
GL/Project Accounting No.:	003039 81603 00000 0000 605 31 81601				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	08/15/2019

Attachments:

- 1) Detailed Vicinity Map for the 15/91 Express Lanes Connector
- 2) Draft I-15 ELP Change Order No. 50
- 3) Draft Cost Summary

I-15/ SR-91 EXPRESS LANES CONNECTOR



I-15 ELP PROJECT CHANGE ORDER**CHANGE ORDER NUMBER: 50****CONTRACT NO. 16-31-057-00****DATE: 8/7/2019****SECTION I:**Title: County Line VTMSCompany Name: Skanska-Ames a Joint Venture (DB Contractor)Description: Construct a Variable Toll Message Sign (VTMS) at the Riverside-Orange County Line**Additions/Deletions/Modifications to Contract Document requirements:**Add to Contract Section 24.1.2 Turnover Areas:

(c) If DB Contractor meets the Turnover Package No. 4 date of May 26, 2019, DB Contractor shall receive an early completion bonus of \$50,000.00.

Scope:

DB Contractor shall provide any and all supervision, labor, equipment, materials, and other services necessary to perform the following work:

- DB Contractor shall procure and install a VTMS at the Riverside-Orange County Line per the attached Released for Construction plans. DB Contractor shall install the sign panel, cantilever mast arm and anchor bolt package procured under Directive Letter No. 18 – County Line VTMS Sign Procurement. The work includes, but not limited to, sign installation, temporary traffic handling and coordination with adjacent projects, communications and electrical work.
- DB Contractor shall be responsible for general housekeeping within the VTMS construction zone and all other required maintenance matters directed caused or required by this work. All other required maintenance shall be considered Extra Maintenance Work under Technical Provisions (“TP”) Section 21.4 area.
- DB Contractor will coordinate maintenance of traffic (MOT) closures as is required in TP Section 18; however, any issues related to this Change Order No. 50 will not count against the 90% compliance threshold required under TP Section 18.3.3.1.1.

- This work shall be included in Turnover Package No. 4 and all requirements of Turnover Package No. 4 will apply including the required approvals by Kapsch. There will be no Liquidated Damages associated with the work required by CCO 50.
- If DB Contractor completes the work and meets the Turnover Package No. 4 date of May 26, 2020, DB Contractor shall receive an early completion bonus of \$50,000.00. The payment of the incentive payment is not included in the change order value.
- Progress Reports and invoices for the work associated with this work shall be kept separate from other work performed under the Contract.

This change order compensates DB Contractor for all costs and time related impacts due to this change.

SECTION II: Change Order Cost increase ☒ decrease ☐ none ☐

This Change Order is for a lump sum amount of: **\$1,700,000.00**

SECTION III: Time Impact

The status of all Completion Milestones is: **0 Days (No Adjustment)**

SECTION IV: CHANGE REQUESTED BY:

RCTC ☒ DB CONTRACTOR ☐

SECTION V: Certification and Other Acknowledgments

I, _____, the Authorized Representative of DB Contractor, hereby certify under penalty of perjury that the above four sections represent a true, accurate and complete summary of all aspects of this Change Order, and that (a) the amount of time and/or compensation requested will be justified as to entitlement and amount, (b) the amount of time and/or compensation requested will include all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change (and includes all Subcontractor and Supplier amounts), and (c) the cost and pricing data forming the basis for this Change Order is complete, accurate and current, with specific reference to the

California False Claims Act (Government Code section 1250 et seq.) and the U.S. False Claims Act (31 U.S.C. section 3729 et seq.).

It is understood and agreed that this Change Order shall not alter or change, in any way, the force and effect of the Contract Documents, including any previous amendment(s) thereto, except insofar as the same is expressly altered and amended by this Change Order.

This Change Order supersedes all prior commitments, negotiations, correspondence, conversations, agreements or understanding applicable to the issues addressed herein. No deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written, other than the Agreement, as amended in accordance with its terms.

This Change Order is binding upon, and shall inure to the benefit of, each of the parties and their respective heirs, personal representatives, successors and assigns.
IN WITNESS WHEREOF, DB Contractor, intending to be legally bound, has executed this Change Order as of the date below.

DB Contractor:

Skanska-Ames a Joint Venture

By: _____
Name: _____
Title: _____
Dated as of: _____

SECTION VI (Reviewed and recommended agreed by RCTC Project Manager):

By: _____
Name: _____
Title: _____
Dated as of: _____

Comments:

SECTION VII (Agreed by RCTC's Authorized Representative):

IN WITNESS WHEREOF, RCTC, intending to be legally bound, has executed this Change Order as of the date first written above.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Name: _____
Title: _____
Dated as of: _____

By: _____
Name: _____
Title: _____
Dated as of: _____

COST SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
SAJV	Construction and Sign Procurement (County Line VTMS)	\$ 1,700,000.00
TOTAL COSTS²		\$ 1,700,000.00

TASK NUMBER	TASK DESCRIPTION	COST
1	Sign Material (pole and sign structure)	\$ 250,000.00
2	Electrical	\$ 500,000.00
3	Foundation and Civil Work	\$ 500,000.00
4	Maintenance of Traffic	\$ 450,000.00
SUBTOTAL		1,700,000.00
TOTAL COSTS		\$ 1,700,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between tasks may occur; however, the maximum total compensation authorized may not be exceeded.

² Preliminary Cost Estimate is a Not-To-Exceed value. Cost Negotiations are continuing.

AGENDA ITEM 8

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 26, 2019
TO:	Western Riverside County Programs and Projects Committee
FROM:	David Thomas, Toll Project Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Amendment to Agreement with Nossaman LLP for On-Call Strategic Partnership Advisor Services for the Interstate 15/State Route 91 Express Lanes Connector Project

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 06-66-028-14, Amendment No. 11 to Agreement No. 06-66-028-00, with Nossaman LLP (Nossaman) for the on-call strategic partnership advisor services to support the Interstate 15/State Route 91 Express Lanes Connector (15/91 ELC), extend the contract term to December 31, 2023, and augment the agreement in the amount of \$1.5 million, plus a contingency amount of \$150,000, for an additional amount of \$1.65 million, and a total amount not to exceed \$16,002,935;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

In April 2017 Governor Brown signed Senate Bill 132 (SB 132) which appropriated \$427 million to the Riverside County Transportation Efficiency Corridor (RCTEC) for five projects. SB 132 allocated \$180 million to the 15/91 ELC project. The 15/91 ELC project will provide a tolled express lanes connector between the existing 91 Express Lanes and the future 15 Express Lanes to the north of SR-91 (Figure 1: Vicinity Map).

SB 132 also statutorily created a task force to develop recommendations to accelerate project delivery of the RCTEC projects. On June 27, 2017, Governor Brown signed budget trailer bill Assembly Bill 115 (AB 115) through which the Commission received additional project delivery authority to ensure cost-effective and timely delivery of the 15/91 ELC project.

At its October 2017 meeting, the Commission approved an overall procurement strategy for the 15/91 ELC project to secure all the services and construction needed to deliver the project. The

approved strategy consists of a series of contract amendments, as permitted by AB 115, to existing 91 Project and I-15 Express Lanes Project (I-15 ELP) contracts with engineering companies, contractors, toll vendors, legal, and financial advisors.

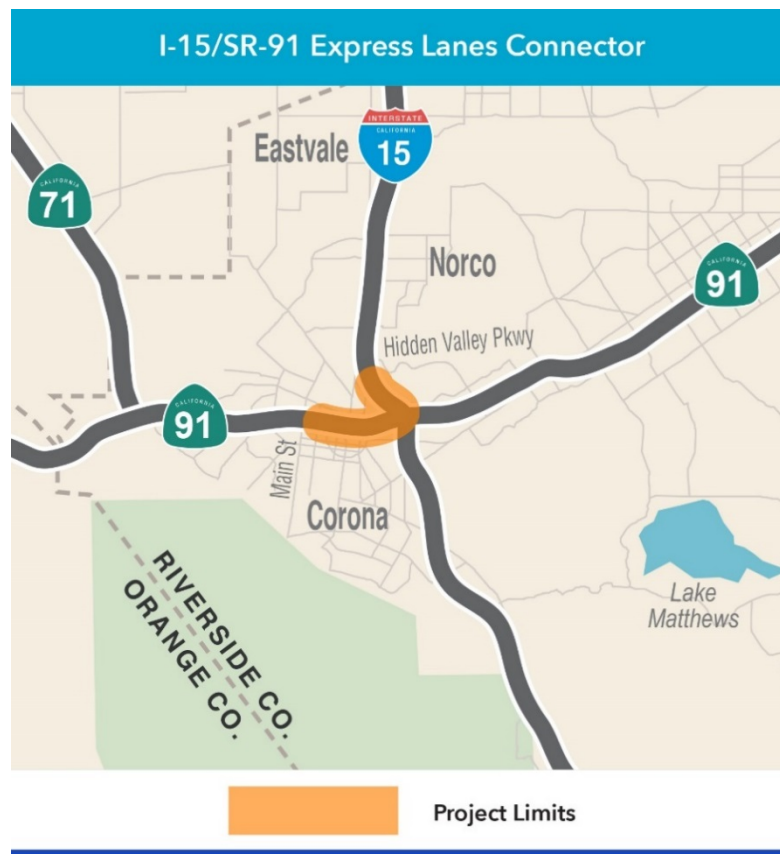


Figure 1: 15/91 Express Lanes Connector Project Vicinity Map

In February 2006, following a competitive procurement process, the Commission approved an agreement with Nossaman for the purpose of providing strategic partnership advisor services for innovative project financing and evaluation of potential toll road corridors in Riverside County, specifically the 91 Project and I-15 ELP.

Nossaman has been integral in supporting the Commission's Toll Program since 2006 including assisting with a myriad of agency agreements and funding applications. Nossaman has also been essential in assisting the project and construction management team in the development and execution of the various design-build procurement documents such as the request for qualifications, risk allocation workshops, design-build contract, contract industry review process, and proposal evaluations, selection, and negotiations for the 91 Project and I-15 ELP.

DISCUSSION:

Between April 2018 and October 2018, the Commission approved one contract amendment and three contract change orders to the I-15 ELP Design-Build (DB) contract to design and construct certain work to accommodate the 15/91 ELC project. In April 2018, staff initiated negotiations with the I-15 ELP DB contractor to amend the I-15 ELP contract to include the 15/91 ELC work; however, in November 2018, staff and the I-15 ELP DB contractor were unable to reach an agreement on a negotiated price for the 15/91 ELC project.

On February 4, 2019, staff issued a letter to the industry announcing the upcoming release of a Request for Qualifications (RFQ) for the 15/91 ELC project. On March 4, 2019, the Commission released the DB RFQ and subsequently shortlisted four DB firms. The Commission issued a draft Request for Proposals (RFP) on May 9, 2019, conducted one-on-one meetings, and issued the final RFP on July 10, 2019.

Nossaman has been supporting all of the 15/91 ELC project efforts stated above utilizing its existing contract budget. An amendment is now being sought in order to complete the procurement phase activities and contract administration phase activities as summarized below:

PROCUREMENT PHASE

- Participate in post-RFP issuance procurement processes, including proposer workshops, one-on-one meetings, alternative technical concept (ATC) review and approval process, review and response to proposer Q&A and document revisions (addenda)
- Lead with drafting of Proposal Evaluation Manual
- Lead with training of the Commission personnel and consultant personnel on Proposal evaluation processes and procedures
- Participate and provide oversight of Proposal evaluation
- Lead with analysis, response and defense to any bid or proposal protests
- Lead negotiations with apparent best value Proposers and DB contract finalization

CONTRACT ADMINISTRATION PHASE

- Develop and administer Contract administration training workshop for the Commission and Project and Construction Management team
- Assist with DB contract interpretation, analysis and administration issues
- Assist with change order, claims management strategy
- Assist with prosecution of any DB contract disputes


Amendment No. 11 with Nossaman in the amount of \$1.5 million plus a contingency amount of \$150,000, for an additional amount of \$1.65 million for strategic partnership advisor services to support the 15/91 ELC project is attached. The agreement also extends the term to December 31, 2023, or the anticipated completion of the 15/91 ELC DB contract. This approach is consistent with the 91 Project and I-15 ELP and provides continuity of legal counsel through the contract administration phase.

The schedule for the completed and next phases of the 15/91 ELC project procurement and contract administration is as follows:

Milestone Activity	Date
Issued letter to the industry	February 4, 2019 Completed
Issued Request For Qualifications	March 4, 2019 Completed
Issued Draft RFP (to shortlisted proposers)	May 9, 2019 Completed
Issued Final RFP (to shortlisted proposers)	July 10, 2019 Completed
Final RFP addendum	October 2019
Proposal due date	November 2019
Selection, negotiation, and staff recommendation	January 2020
Committee and Commission approval of contract award	February/March 2020
Contract Award and Notice to Proceed	Spring 2020
Start of Construction	Fall 2020
Substantial Completion (15/91 ELC Open to Traffic)	End of 2022
Project Completion	Spring 2023
Final Acceptance	Summer 2023

Staff recommends the Committee approve Agreement No. 06-66-028-14, Amendment No. 11 to Agreement No. 06-66-028-00, with Nossaman for the on-call strategic partnership advisor services to support the 15/91 ELC, extend the contract term to December 31, 2023, and augment the agreement in the amount of \$1.5 million, plus a contingency of \$150,000, for an additional amount of \$1.65 million, and a total authorized contract value of \$16,002,935.

Further, staff recommends the Committee authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission and authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2019/20 FY 2020/21+	Amount:	\$1,100,000 \$ 550,000
Source of Funds:	SB 132 State Funds			Budget Adjustment:	No N/A
GLA No.:	003039 65102 00000 0000 605 31 65102				
Fiscal Procedures Approved:				Date:	08/15/2019

Attachment: Agreement No. 06-66-028-14 with Nossaman LLP

**AMENDMENT NO. 11 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

1. PARTIES AND DATE

This Amendment No. 11 to the Agreement for Strategic Partnership Advisor Services is made and entered into as of this _____ day of _____, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and NOSSAMAN LLP ("Consultant").

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated April 10, 2006 for the purpose of providing Strategic Partnership Advisor Services (as amended, the "Master Agreement"). The not to exceed amount of the Master Agreement is set at One Hundred Fifty Thousand Dollars (\$150,000).
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1 to the Master Agreement, dated July 27, 2006, for the purpose of increasing the not to exceed amount of the Master Agreement by Seventy-Five Thousand Dollars (\$75,000).
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2 to the Master Agreement, dated October 26, 2006, for the purpose of reducing the not to exceed amount of the Master Agreement by Fifty Thousand Dollars (\$50,000).
- 2.4 The Commission and the Consultant have entered into an Amendment No. 3 to the Master Agreement, dated April 9, 2007, for the purpose of increasing the not to exceed amount of the Master Agreement by One Hundred Fifty Thousand Dollars (\$150,000).
- 2.5 The Commission and the Consultant have entered into an Amendment No. 4 to the Master Agreement, dated February 8, 2008, for the purpose of incorporating additional services into the Scope of Services of the Master Agreement, modifying the Consultant's hourly billing rates,

extending the term and increasing the total not to exceed amount of the Master Agreement by Two Hundred Fifty Thousand Dollars (\$250,000).

- 2.6 The Commission and the Consultant have entered into an Amendment No. 5 to the Master Agreement, dated July 16, 2008, for the purpose of making consulting services available to the San Bernardino Associated Governments through the Master Agreement.
- 2.7 The Commission and the Consultant have entered into an Amendment No. 6 to the Master Agreement, dated January 27, 2010 and Amended and Restated Amendment No. 6 to the Master Agreement, dated March 10, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Eight Hundred Thousand Dollars (\$800,000) and to modify the Consultant's hourly billing rates.
- 2.8 The Commission and the Consultant have entered into an Amendment No. 7 to the Master Agreement, dated December 21, 2010, for the purpose of increasing the total not to exceed amount of the Master Agreement by Two Million Eighty-Three Thousand Thirty-Five Dollars (\$2,083,035).
- 2.9 The Commission and the Consultant have entered into an Amendment No. 8 to the Master Agreement, dated February 9, 2012, for the purpose of increasing the total not to exceed amount of the Master Agreement by One Million Eight Hundred Seventy-Eight Thousand Nine Hundred Dollars (\$1,878,900), and extending the term (the "Third Extended Term") to end February 9, 2014, unless earlier terminated as provided in the Master Agreement.
- 2.10 By letter dated May 22, 2013 ("Contingency Release Letter"), the Commission authorized the release of Board allocated contingency funds in the sum of Three Hundred Seventy Six Thousand Dollars (\$376,000) to cover Extra Work, as that term is defined in the Master Agreement.
- 2.11 The Commission and the Consultant have entered into an Amendment No. 9 to the Master Agreement, dated August 26, 2013, to identify the Contingency Release letter within the formal amendments to the Master Agreement, increasing the total not to exceed amount of the Master Agreement by Two Million Four Hundred Thousand Dollars (\$2,400,000), and extending the term (the "Fourth Extended Term") to end March 9, 2018, unless earlier terminated as provided in the Master Agreement.

- 2.12 The Commission and the Consultant have entered into an Amendment No. 10 to the Master Agreement, dated July 19, 2016, to amend the Master Agreement, increasing the total not to exceed amount of the Master Agreement by Five Million Seven Hundred Thousand Dollars (\$5,700,000), and extending the term (the "Fifth Extended Term") to end December 31, 2020, unless earlier terminated as provided in the Master Agreement to provide procurement and contract administration services for the I-15 Express Lanes Project.
- 2.13 The parties now desire to amend the Master Agreement in order to extend the term, include additional services, and provide additional compensation for the support of the 15/91 Express Lanes Connector Project ("15/91 ELC").

3. TERMS

- 3.1 The term of the Master Agreement shall be extended for an additional term (the "Sixth Extended Term") beginning on December 31, 2020 and ending on December 31, 2023, unless earlier terminated as provided in the Master Agreement.
- 3.2 The Services, as defined in the Master Agreement, shall be amended to include the services and work required for the 15/91 ELC, as set forth in Exhibit "A" attached to this Amendment No. 11 and incorporated herein by reference.
- 3.3 The maximum compensation for Services performed pursuant to this Amendment No. 11 shall be One Million Five Hundred Thousand Dollars (\$1,500,000), as further set forth in the attached Exhibit "B." Work shall be performed at the rates set forth in the Master Agreement, as previously amended.
- 3.4 The total not-to-exceed amount of the Master Agreement, as previously amended, and as amended by this Amendment No. 11, shall be increased from Thirteen Million Eight Hundred Twelve Thousand Nine Hundred Thirty-Five Dollars (\$13,812,935) to Fifteen Million Three Hundred Twelve Thousand Nine Hundred Thirty-Five Dollars (\$15,312,935).
- 3.5 The recitals set forth above are true and correct and are incorporated into this Amendment No. 11 by reference as though fully set forth herein.
- 3.6 This Amendment No. 11 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

- 3.7 This Amendment No. 11 may be signed in counterparts, each of which shall constitute an original.
- 3.8 Except as amended by this Amendment, all provisions of the Master Agreement, as amended by Amendment No. 1 through No. 10, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
AMENDMENT NO. 11 TO
AGREEMENT FOR STRATEGIC PARTNERSHIP ADVISOR SERVICES
WITH NOSSAMAN LLP**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first herein above written.

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

NOSSAMAN LLP

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

EXHIBIT "A"

NOSSAMAN SCOPE OF SERVICES

I-15 ELC

In support for the design-build procurement of the I-15 Express Lanes Connector Design-Build Project ("Project"), NOSSAMAN LLP ("Nossaman") will provide the following services:

PROCUREMENT PHASE

- Participate in weekly team calls
- Participation in procurement strategies discussion
- Assistance with agreements and negotiations with Caltrans, FHWA and other agency stakeholders, including the design-build coop agreement, toll facilities agreement
- Lead in drafting of RFQ
- Assist with proposer Q&A re: RFQ and RFQ document revisions (addenda)
- Lead with drafting of RFQ Evaluation Manual
- Assist with training of the Commission personnel and consultant personnel on RFQ evaluation process and procedures
- Participate and provide oversight of RFQ evaluation
- Lead in drafting of RFP (Instructions to Proposers)
- Lead in drafting of Design-Build Contract documents
- Assist in drafting of Toll Services Contract change orders/amendments
- Review and comment on drafts of the Technical Provisions drafted by the PCM
- Coordinate with and among co-consultants, including technical advisor
- Participate in industry review process, including proposer workshops, one on one meetings, proposer Q&A and document revisions
- Participate in post-RFP issuance procurement processes, including proposer workshops, one on one meetings, alternative technical concept (ATC) review and approval process, review and response to proposer Q&A and document revisions (addenda)
- Lead with drafting of RFP Evaluation Manual
- Lead with training of the Commission personnel and consultant personnel on RFP evaluation processes and procedures
- Participate and provide oversight of RFP evaluation
- Lead with analysis, response and defense to any bid or proposal protests
- Lead negotiations with apparent best value Proposers and Design-Build Contract finalization
- Assist with Design-Build Contract award and execution process

Exhibit A

1

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- Assistance with preparation of materials for presentations, briefings and other materials to Commission board and committees and senior staff and other stakeholders, as needed
- Assist Commission with any applications under SEP-14 or SEP-15 (as well as other similar, related or new programs authorized under FAST or any future reauthorizations)
- Coordinate with and among co-consultants, including technical advisor and financial advisors
- Other Project-related tasks directed by the Commission to implement the procurement and Project

CONTRACT ADMINISTRATION PHASE

- Develop and administer Contract administration training workshop for the Commission and PCM
- Assist with issuance of notice to proceed(s)
- Participate in regularly scheduled contract administration calls
- Assist with Design-Build Contract interpretation, analysis and administration issues
- Assist with change order, claims management strategy
- Review, analyze and respond to design-build contractor change order requests
- Review, analyze and research the Commission/design-builder change order requests
- Assist in drafting of, review and negotiation of change orders
- Assist with prosecution of any Design-Build Contract disputes
- Coordinate with and among co-consultants, including technical advisor and financial advisors
- Other Project-related tasks directed by the Commission to implement the procurement and Project

PRELIMINARY ASSUMPTIONS

- Budget estimate reflects additional amounts to existing engagement for purposes of amendment and do not include existing budgeted amounts
- ELC RFQ shall be based on prior Nossaman precedent for shortlisting RFQs
- ELC Design-Build Contract and ELC RFP will use SR-91 and ELP design-build documents as precedent and only moderate to medium changes will be required for Project
- Technical provisions will use SR-91 and ELP technical provisions as precedent and only moderate to medium changes will be required for Project
- Procurement period of 12-15 months from issuance of ELC RFQ to award/notice to proceed
- Shortlist following ELC RFQ of no more than 4 proposers

Exhibit A
2

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- Suitable PCM and the Commission personnel properly performing their respective scopes of work
- Although part of scope, budget estimate excludes legal fees relating to the following items (budget amendment to contract would be required):
 - SOQ or Proposal protests or other procurement challenges
 - A Best and Final Offer (BAFO)
 - Significant numbers of and/or complex change orders affecting the Project
 - Support regarding disputes/claims going to dispute resolution or litigation
- BB&K will provide services in its role as Commission's general counsel in the same manner as with the SR-91 project and ELP Project
- Insurance issues will be addressed by the Commission or a third party insurance advisor contracted to the Commission or the technical advisor
- Budget estimate is an estimate and not a guaranty or a cap on fees and expenses.
- Rates shall increase annually in the manner consistent with past practice
- Estimates of budget allocations across phases are estimates and shall not be caps on fees and expenses for the respective phases
- Fees and expenses may vary across phases from estimated numbers, but remain subject to the overall budget authorization

EXHIBIT "B"

NOSSAMAN COMPENSATION

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
Nossaman LLP	Specialized Legal Services	\$ 1,500,000.00
TOTAL COSTS		\$ 1,500,000.00
TASK NUMBER	TASK DESCRIPTION	COST
15/91 Express Lanes Connector: Task 1	Procurement phase for design-build contract	\$ 1,000,000.00
15/91 Express Lanes Connector: Task 2	Contract administration phase for design-build contract	500,000.00
SUBTOTAL		1,500,000.00
TOTAL COSTS		\$ 1,500,000.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between tasks may occur; however, the maximum total compensation authorized may not be exceeded.

AGENDA ITEM 9

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 26, 2019
TO:	Western Riverside County Programs and Projects Committee
FROM:	Stephanie Blanco, Capital Projects Manager
THROUGH:	Michael Blomquist, Toll Program Director
SUBJECT:	Cooperative Agreement with the California Department of Transportation, District 8 for Project Initiation Document Phase for the Riverside County Next Generation Express Lanes Project

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve Agreement No. 20-31-006-00, a cooperative agreement between the Commission and the California Department of Transportation, District 8 (Caltrans) for the Riverside County Next Generation Express Lanes Project (NGELP), in an amount not to exceed \$300,000;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The NGELP will analyze and develop a Project Initiation Document (PID) for the following three corridors in Riverside County (Figure 1):

1. 91 Downtown Riverside: SR-91 from I-15 to SR-91/I-215/SR-60 interchange
2. 60 Jurupa-Riverside: SR-60 from I-15 to SR-91/I-215/SR-60 interchange
3. 60/215 Riverside-Moreno Valley: I-215/SR-60 from SR-91/I-215/SR-60 interchange to SR-60/Gilman Springs Road interchange and to I-215/Van Buren Boulevard interchange

The purpose of this project is to:

- Define the purpose and need for the project;
- Identify feasible alternatives for the next phase;
- Collect and analyze existing information;
- Identify stakeholders for development of the project;
- Scope proposed studies and activities for project development;
- Estimate the project cost and schedule; and

- Approve the PID to program the projects and proceed to the next phase of project development.

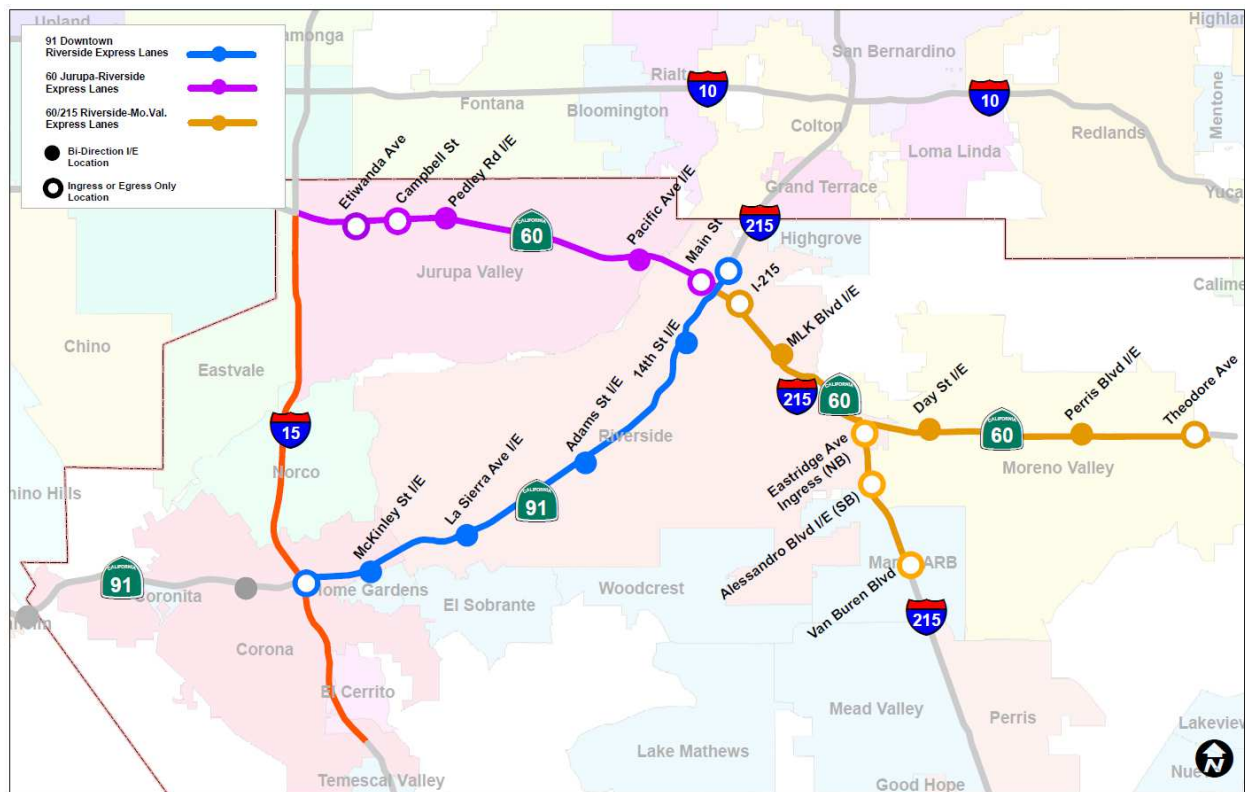


Figure 1: Project Location Map

At its January 2019 workshop, the Commission authorized staff to complete the PID phase for the 91 Downtown Riverside Express Lanes; 60 Jurupa-Riverside Express Lanes; and 60/215 Riverside-Moreno Valley Express Lanes. Services for the PID phase will be funded with State Transportation Improvement Program-Planning, Programming, and Monitoring (STIP-PPM) and Local Transportation Fund (LTF) funding.

On July 10, 2019 the Commission awarded a contract to WSP USA Inc. to conduct preliminary engineering and environmental studies to support the preparation of a PID for the NGELP. The PID phase is anticipated to begin in August 2019 with a kick-off meeting with Caltrans.

In response to Commissioners' input, staff modified the PID NGELP contract to evaluate the following:

- 1) For the 91 Downtown Riverside Express Lanes Corridor, an alternative to construct 2 express lanes in each direction by converting 1 existing High Occupancy Vehicle (HOV) lane to 1 express lane and add a new express lane; and

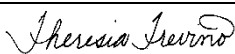
- 2) For all the corridors, an alternative for an HOV lane to general purpose lane conversion.

Cooperative Agreement with Caltrans

To proceed with the PID phase of the NGELP, the Commission must enter into a cooperative agreement with Caltrans (Attachment 1), the owner and operator of the State Highway System. Execution of the agreement provides Caltrans with a funding source for staff efforts for review and approval of the NGELP PID document. The following are some key provisions of this cooperative agreement:

- The Commission, as the project sponsor and implementing agency, shall be responsible for establishing the project scope; securing funding for the PID work; and managing the scope, cost, schedule, and quality of the PID work activities;
- Caltrans shall perform quality management of the PID work to ensure compliance with applicable standards and regulations and will issue/obtain the necessary approvals for work within the existing and proposed State Highway System right of way;
- The Commission, will develop and provide a Quality Management Plan (QMP) that describes the Commission's quality policy, how it will be used, and how disputes will be resolved at the team level. Caltrans will review and approve the QMP;
- The Commission is responsible to fund the cost of the work in accordance with the agreement, which totals \$300,000. The Caltrans engineering and environmental support costs for review of the PID project only include direct costs. No indirect or overhead costs will be applied for the review of the PID document; and
- Caltrans will review and approve the PID as required by California Government Code, Section 65086.5 allowing for 60 days of review for the draft PID and 30 days of review for the revised and final PID.

Staff seeks Commission approval of the cooperative agreement and authorization for the Chair or Executive Director to execute the agreement on behalf of the Commission.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2019/20 FY 2020/21	Amount:	\$ 250,000 \$ 50,000
Source of Funds:	STIP-PPM and LTF funds			Budget Adjustment:	No N/A
GL/Project Accounting No.:	003047 81602 00000 0000 262 31 81601 - \$100,000 003048 81602 00000 0000 262 31 81601 - \$100,000 003049 81602 00000 0000 262 31 81601 - \$100,000				
Fiscal Procedures Approved:				Date:	08/14/2019

Attachment: Draft Agreement No. 20-31-006-00

COOPERATIVE AGREEMENT COVER SHEET

Work Description

A STUDY OF MANAGED LANE ALTERNATIVES ON THREE CORRIDORS; SR-91 DOWNTOWN RIVERSIDE, SR-60 JURUPA-RIVERSIDE AND SR-60/I-215 RIVERSIDE-MORENO VALLEY.

Contact Information

CALTRANS

Raghuram Radhakrishnan, Project Manager
464 West 4th Street, 6th Floor (MS-1229)
San Bernardino, CA 92401-1400
Office Phone: (909) 383-6288
Mobile Phone:
Fax Number: (909) 383-6938
Email: raghuram.radhakrishnan@dot.ca.gov

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Stephanie Blanco, Capital Projects Manager
4080 Lemon Street, Third Floor
Riverside, CA 92501
Office Phone: 951-787-4019
Email: SBlanco@RCTC.org

COOPERATIVE AGREEMENT DRAFT

This AGREEMENT, effective on _____ between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Riverside County Transportation Commission, a public corporation/entity, referred to hereinafter as COMMISSION.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as 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 study of managed lane alternatives on three corridors: SR-91 Downtown Riverside, SR-60 Jurupa-Riverside, corridors and SR-60/I-215 Riverside-Moreno Valley*, will be referred to hereinafter as PROJECT. COMMISSION 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 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. No PROJECT deliverables have been completed prior to this AGREEMENT.
6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.
7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. 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.

9. COMMISSION is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. 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.

- COMMISSION 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.

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. 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.

12. 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

13. COMMISSION 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.

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

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

15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

16. Unless otherwise documented in the Funding 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.
17. Unless otherwise documented in the Funding 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.
18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding 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

19. 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.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that COMMISSION'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.

21. 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.
22. COMMISSION will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

Project Initiation Document (PID)

23. As the PID IMPLEMENTING AGENCY, COMMISSION 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.

24. Should COMMISSION request CALTRANS to perform any portion of PID preparation work, except as otherwise set forth in this in this AGREEMENT, COMMISSION agrees to reimburse CALTRANS for such work and PARTIES will amend this AGREEMENT.
25. CALTRANS will be responsible for completing the following PID activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.05.10.xx Quality Management	Yes
150.05.05.xx Review of Existing Reports, Data, Studies, and Mapping	Yes
150.25.20 PID Circulation, Review, and Approval	Yes

26. 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.

27. 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.
28. CALTRANS will actively participate in the Project Delivery Team meetings.
29. The PID will be signed on behalf of COMMISSION by a Civil Engineer registered in the State of California.
30. 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 COMMISSION within 60 calendar days from the date CALTRANS received the draft PID from COMMISSION. COMMISSION will address the comments provided by CALTRANS. If any interim reviews are requested of CALTRANS by COMMISSION, CALTRANS will complete those reviews within 30 calendar days from the date CALTRANS received the draft PID from COMMISSION.

After COMMISSION 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 30 calendar days from the date CALTRANS received the revised draft PID from COMMISSION. Should CALTRANS require supporting data necessary to defend facts or claims cited in the revised draft PID, COMMISSION will provide all available supporting data in a reasonable time so that CALTRANS may conclude its review. The 30 day CALTRANS review period will be stalled during that time and will continue to run after COMMISSION provides the required data.

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

Additional Provisions

Standards

31. 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

Noncompliant Work

32. CALTRANS retains the right to reject noncompliant WORK. COMMISSION 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

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

Consultant Selection

34. COMMISSION will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

35. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COMMISSION, 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 COMMISSION, 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.

36. 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

37. 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 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

38. 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.S(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.

39. 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

40. 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.
41. 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.
42. If hazardous materials are discovered within PROJECT limits, but outside of State Highway System right-of-way, it is the responsibility of COMMISSION 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

43. 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.
44. 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.
45. 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

46. 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.
47. 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.

48. 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 COMMISSION 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.

49. 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.
50. 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

51. 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

52. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
53. 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

Venue

54. 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

55. 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).

Indemnification

56. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COMMISSION, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COMMISSION under this AGREEMENT. It is understood and agreed that COMMISSION, 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 COMMISSION, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
57. Neither COMMISSION nor any of their 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 COMMISSION 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

58. 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.
59. 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

60. COMMISSION will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. COMMISSION waives 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.

61. 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

62. 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

63. 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 COMMISSION 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.

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

Prevailing Wage

65. 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 empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

Michael D. Beauchamp
District Director

VERIFICATION OF FUNDS AND AUTHORITY:

Mary Risaliti
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS AND POLICIES:

Darwin Salmos
HQ Accounting Supervisor

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

Anne Mayer
Executive Director

Approved as to form and procedure:

Best, Best And Krieger
Legal Counsel

FUNDING SUMMARY NO. 01

FUNDING TABLE			
Source	Party	Fund Type	PID
			Totals
LOCAL	COMMISSION	Local	300,000
Totals			300,000

SPENDING SUMMARY			
Fund Type	PID		Totals
	CALTRANS	COMMISSION	
Local	300,000	0	300,000
Totals	300,000	0	300,000

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, COMMISSION will pay invoices within five (5) calendar days of receipt of invoice.
3. If COMMISSION has received EFT certification from CALTRANS then COMMISSION 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 and COMMISSION will reimburse for actual costs incurred and paid.

SCOPE SUMMARY

WORK ELEMENT	CALTRANS	COMMISSION	N/A
0.100.05.05.xx - Quality Management Plan		X	
0.100.05.05.xx - Risk Management Plan		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	
1.150.05.05.xx - Provision of Existing Reports, Data, Studies, and Mapping	X		
1.150.05.10 - Geological Hazards Review		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		
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		
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 - Preliminary Materials Report		X	

WORK ELEMENT	CALTRANS	COMMISSION	N/A
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	
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	

AGENDA ITEM 10

<i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i>	
DATE:	August 26, 2019
TO:	Western Riverside County Programs and Projects Committee
FROM:	Mark Lancaster, Capital Projects Manager
THROUGH:	Marlin Feenstra, Project Delivery Director
SUBJECT:	Amendment to Agreement with T.Y. Lin International for Final Design Services Related to the Mid County Parkway Interstate 215/Placentia Avenue Interchange Improvement Project

STAFF RECOMMENDATION:

This item is for the Commission to:

- 1) Approve Agreement No. 16-31-066-03, Amendment No. 3 to Agreement No. 16-31-066-00, with T.Y. Lin International (T.Y. Lin) to finish final design services and prepare the Interstate 215/Placentia Avenue interchange improvement (I-215/Placentia Avenue) project for advertising and award, for an additional amount of \$629,416, plus a contingency amount of \$62,942, for an additional amount of \$692,358, and a total amount not to exceed \$4,761,021;
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to execute the agreements on behalf of the Commission;
- 3) Authorize the Executive Director or designee to approve the use of the contingency amount as may be required for the project; and
- 4) Forward to the Commission for final action.

BACKGROUND INFORMATION:

The Commission began environmental studies and preliminary engineering on the Mid County Parkway (MCP) project in December 2003.

In April 2015, the Commission certified the final environmental impact report, adopted findings pursuant to the California Environmental Quality Act, adopted a mitigation monitoring and reporting program, adopted a statement of overriding considerations, and approved the MCP project.

At the Commission's direction, staff proceeded with design and right of way acquisition for the I-215/Placentia Avenue project as the first construction contract for the MCP project. The I-215/Placentia Avenue project will construct a new interchange at I-215/Placentia Avenue and six lanes on Placentia Avenue between Harvill Avenue and Indian Avenue, connecting to the

existing two-lane section of Placentia Avenue between Indian Avenue and Perris Boulevard (see Attachment 1 Vicinity Map).

At the November 2016 meeting, the Commission approved an agreement with T.Y. Lin for final design and preparation of the final Plans, Specifications and Estimate (PS&E) package and related construction bid documents for the construction of the I-215/Placentia Avenue project in the amount of \$3,412,700. The table below provides a summary of the initial agreement and subsequent amendments, resulting in a total contract authorization to date of \$4,068,663.

Agreement	Date	Amount
Original Agreement	November 9, 2016	\$ 3,412,700
Amendment No. 1	October 2, 2018	314,663
Amendment No. 2	February 11, 2019	341,300
Total		\$ 4,068,663

The parties now desire to amend Agreement 16-31-066-00 for a third time in order to provide compensation for final design services for the I-215/Placentia Avenue project to complete work that was not anticipated in the original scope of work for the project.

DISCUSSION:

During the design phase, ongoing coordination with Caltrans, Riverside County Transportation Department (RCTD), and Riverside County Flood Control and Water Conservation District (RCFCWCD) identified the following work items that were not included in the original scope of the project, but now are required to be completed by T.Y. Lin:

1. *Updates to the drainage design, including means to convey storm water runoff downstream of I-215 in a manner approved by RCFCWCD, since RCFCWCD will maintain the required detention basins.* This work includes analysis of the RCFCWCD Master Storm Drain Plan for the area upstream and downstream of the project and the design of a temporary storm drain system until a regional flood control facility can be constructed. This work also included revising detention basin plans based on comments from Caltrans and RCFCWCD, attending numerous design and coordination meetings, and preparing drainage reports and exhibits for both Caltrans and RCFCWCD.
2. *Modifying the 95% complete plans based on comments from Caltrans, city of Perris, RCFCWCD and RCTD.* Comment resolution included unanticipated revisions and incorporating new design standards to the structure plans, drainage plans and pavement delineation plans. Other unanticipated issues that required coordination and resolution were providing Caltrans maintenance access roads, as well as Caltrans relinquishment of an existing frontage road on the west side of I-215 to allow utility relocation in the area of the frontage road and finally the evaluation of the Placentia Avenue/Indian Avenue intersection per request by the city of Perris.

3. *Incorporating Commission staff-requested changes to the original stage construction, traffic handling, and detour plans so that the new entrance and exit ramps could be constructed first and used as detour routes during the required full freeway closures, instead of a three mile detour route between the Ramona Expressway and Nuevo Road. This change significantly reduced construction cost and enhances safety for the travelling public and required updates to the Transportation Management Plan.*
4. *Coordination with utility companies, particularly with Eastern Municipal Water District (EMWD), as relocation of a sewer line into the existing frontage road on the west side of I-215 included determination of ownership of the frontage road and subsequent permitting from Caltrans for the relocation work.*
5. *Changes to the Placentia Avenue cross slope, in the vicinity of the Placentia Street Overhead, to provide standard California Public Utility Commission (CPUC) vertical clearance. The structure as originally designed would have required an exception from the CPUC that is rarely granted, and Commission staff determined that the exception could be avoided with a minor revision to the cross slope of the roadway, which provides for standard CPUC clearances. This change required preparation of a Decision Standard Decision Document, and coordination with Caltrans, to obtain approval.*
6. *Preparation of exhibits needed for multiple agreements between the Commission and several agencies, including Caltrans, city of Perris, RCFCWCD, RCTD and the Southern California Regional Rail Authority. Exhibits were also needed for agreements between Caltrans, the Commission, and the city of Perris, including freeway agreements, landscaping and electrical maintenance agreements, and multiple cooperative agreements between the agencies. This includes project exhibits requested by the Commission and Temporary Water Pollution Control exhibits requested by Caltrans.*

Subsequently, staff negotiated the scope of work (including the appropriate level of effort, labor categories/mix, etc.), cost, and schedule proposal received from T.Y. Lin for the additional services and established a fair and reasonable price. The proposed cost is \$629,416.

The completion of design of the project is targeted for November 2019, and construction is scheduled to begin in the late spring of 2020.

Recommendation

Staff recommends approval of Agreement No. 16-31-066-03 with T.Y. Lin to complete these additional scope items for the project, based on the final negotiated scope and cost of \$629,416, plus a contingency amount of \$62,942, for an additional amount of \$692,358, and a total contract authorization not to exceed \$4,761,021. Further, authorization is requested for the Chair or Executive Director to execute the agreement on behalf of the Commission and for the Executive Director or designee to approve the use of the contingency amount as may be required for the project.

Financial Information					
In Fiscal Year Budget:	Yes	Year:	FY 2019/20	Amount:	\$692,358
Source of Funds:	2009 Measure A Western County New Corridors			Budget Adjustment:	No
GL/Project Accounting No.:	002317 81102 00000 0000 261 31 81101				
Fiscal Procedures Approved:	<i>Theresa Trevino</i>			Date:	08/16/2019

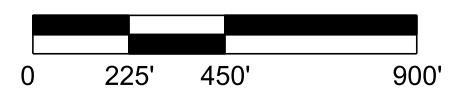
Attachments:

- 1) Vicinity Map-I-215/Placentia Avenue Interchange
- 2) TY Lin Amendment No. 3, Agreement No. 16-31-066-03

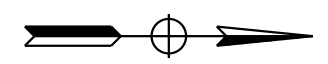


*Mid-County Parkway (shown in blue) is not part of project.

TYLIN INTERNATIONAL



SCALE: 1" = 150'



I-215 / Placentia Ave Interchange

Attachment 1 Vicinity Map

Agreement No. 16-31-066-03

**AMENDMENT NO. 3 TO AGREEMENT
FOR PREPARATION OF PLANS, SPECIFICATION AND ESTIMATES (PS&E)
WITH T.Y. LIN INTERNATIONAL**

1. PARTIES AND DATE

This Amendment No. 3 to the Agreement for preparation of plans, specifications, and estimates services is made and entered into as of _____, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("Commission") and T.Y. LIN INTERNATIONAL ("Consultant"), a California corporation.

2. RECITALS

- 2.1 The Commission and the Consultant have entered into an agreement dated November 9, 2016 for the purpose of providing the preparation of plans, specifications, and estimates (PS&E) for the Interstate 215/Placentia Avenue Interchange Improvements Project (the "Master Agreement").
- 2.2 The Commission and the Consultant have entered into an Amendment No. 1, dated October 2, 2018, for the purpose providing additional compensation for additional PS&E services for the Interstate 215/Placentia Avenue Interchange Improvements Project.
- 2.3 The Commission and the Consultant have entered into an Amendment No. 2, dated February 11, 2019, for the purpose providing additional compensation for additional PS&E services for the Interstate 215/Placentia Avenue Interchange Improvements Project
- 2.4 The parties now desire to amend the Master Agreement in order to provide additional compensation for additional PS&E services for the Interstate 215/Placentia Avenue Interchange Improvements Project.

3. TERMS

- 3.1 The Scope of Services for the Master Agreement shall be amended to include Services, as that term is defined in the Master Agreement, required to provide additional PS&E services, as more fully described in Exhibit "A" attached to this Amendment No. 3 and incorporated herein by reference.

- 3.2 The maximum compensation for Services performed pursuant to this Amendment No. 3 shall be Six Hundred Twenty-Nine Thousand, Four Hundred Sixteen Dollars (\$629,416).
- 3.3 The compensation terms are further set forth in Exhibit "B" attached to this Amendment No. 3 and incorporated herein by reference. Compensation for Services performed under this Amendment No. 3 shall be billed in accordance with the attached Exhibit "B".
- 3.4 The total not-to-exceed amount of the Master Agreement, as amended by this Amendment No. 3, shall be increased from Four Million Sixty-Eight Thousand, Six Hundred Forty Dollars (\$4,068,640) to Four Million Six Hundred and Ninety-Eight Thousand, Fifty-Six Dollars (\$4,698,056).
- 3.5 Except as amended by this Amendment No. 3, all provisions of the Master Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment.
- 3.6 This Amendment No. 3 shall be governed by the laws of the State of California. Venue shall be in Riverside County.
- 3.7 This Amendment No. 3 may be signed in counterparts, each of which shall constitute an original.

[Signatures on following page]

**SIGNATURE PAGE
TO
AGREEMENT NO. 16-31-066-03**

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

**RIVERSIDE COUNTY
TRANSPORTATION COMMISSION**

**T.Y. LIN
INTERNATIONAL**

By: _____
Anne Mayer, Executive Director

By: _____
Signature

Name

Title

APPROVED AS TO FORM:

Attest:

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

By: _____
Its: _____

* A corporation requires the signatures of two corporate officers.

One signature shall be that of the chairman of board, the president or any vice president and the second signature (on the attest line) shall be that of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.

If the above persons are not the intended signators, evidence of signature authority shall be provided to the Commission.

**Exhibit “A”
Amendment No. 3
Scope of Services**

[attached behind this page]

SCOPE OF WORK

Preparation of Plans, Specifications and Estimates (PS&E)

For the

**Interstate 215 (I-215) / Placentia Avenue Interchange Improvements
Project**

Amendment #3

June 20, 2019

SECTION 1

DESCRIPTION OF PROJECT

1.1 PROJECT DESCRIPTION

1.1-1 Background

No change from original contract dated November 9, 2016.

1.1-2 Location and Limits

No change from original contract dated November 9, 2016.

1.1-3 Project Description

No change from original contract dated November 9, 2016.

1.2 REASONS FOR CONTRACT AMENDMENT

1.2-1 Finalize 100% Design and Ready-to-List (RTL) Project

Additional effort required to complete the final design and RTL the project.

1.2-2 Construction Support Phase

Additional budget needed for Construction Support, due to additional project scope and to replenish budget used under Amendment #2.

SECTION 2

Not used

SECTION 3

TASK BREAKDOWN OF WORK

3.2 TASK 5 – FINAL PS&E (100 PERCENT) SUBMITTAL

3.5-8 Finalize 100% Design and RTL Project

Additional budget is required to finish final design. This includes various scope adjustments, including:

- A. Updates to the drainage design, based on comments from Riverside County Flood Control and Water Conservation District (RCFC & WCD). Includes design changes to regional facility, attending meetings, and preparing exhibits.
- B. Responding to comments and modifying the 100% plans based on comments from Caltrans, City of Perris, and the County of Riverside. Includes changes to the pavement delineation plans, grading, West Frontage Road ownership and access, maintenance access roads, and guardrail installation. Includes evaluation of different curb ramps at Placentia Avenue/Indian Avenue, and Caltrans Midwest Guardrail Length of Need (LON) calculations and exhibits.
- C. Per RCTC request, changes to the Stage Construction, Traffic Handling, and Detour Plans to use the new ramps as detour routes during full freeway closures. Also requires changes to the Transportation Management Plan (TMP).
- D. Ongoing coordination with utility companies, including but not limited to: Southern California Edison (SCE), Eastern Municipal Water District (EMWD), Southern California Gas (SCG), and Frontier Communications. It is expected that portions of SCE's proposed infrastructure will be installed by the RCTC's construction contractor and depicted on the project plans.
- E. Changes to roadway cross slope, and Placentia Street Overhead, to change the proposed vertical clearance over the railroad. Preparation of a Decision Standard Decision Document (DSDD), and coordination with Caltrans, to obtain approval.
- F. Updates to the RCTC General Provisions, Caltrans Special Provisions, and any non-standard Special Provisions (NSSPs).
- G. Updates to the Final PS&E following the submission of the 100% PS&E to Caltrans, County of Riverside, City of Perris, and RCFC & WCD. Includes additional comment incorporation and adjudication with County of Riverside.
- H. Development, review, and exhibits needed for agreements between RCTC,

Caltrans, City of Perris, County of Riverside, and RCFC & WCD. This includes project strip plot exhibits requested by RCTC, and Temporary Water Pollution Control exhibits requested by Caltrans.

3.5 TASK 7 – CONSTRUCTION SUPPORT PHASE

3.7-3 Shop Drawing and Submittal Review

Additional budget is anticipated to be needed during construction for review of shop drawings and calculations.

3.7-5 Respond to Inquiries/RFIs

Additional budget is anticipated to be needed during construction for RFIs, due to additional project scope.

**Exhibit “B”
Amendment No. 3
Compensation**

[attached behind this page]

EXHIBIT "B"

COMPENSATION SUMMARY¹

FIRM	PROJECT TASKS/ROLE	COST
<i>Prime Consultant:</i>		
TY Lin	Design and PS&E Preparation Services	\$ 619,149.00
<i>Sub Consultants:</i>		
Earth Mechanics	Geotechnical Testing Services	7,224.00
SUBTOTAL		626,373.00
OTHER DIRECT COSTS		3,043.00
TOTAL COSTS		\$ 629,416.00

¹ Commission authorization pertains to total contract award amount. Compensation adjustments between consultants may occur; however, the maximum total compensation authorized may not be exceeded.