



# MEETING AGENDA

## Western Riverside County Programs and Projects Committee

**Time:** 1:30 p.m.

**Date:** November 23, 2020

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the meeting will only be conducted via video conferencing and by telephone.

### COMMITTEE MEMBERS

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

Scott Vinton/Christi White, 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**

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

**AGENDA\***

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

**1:30 p.m.**

**Monday, November 23, 2020**

Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the Western Riverside County Programs and Projects Committee meeting will only be conducted via video conferencing and by telephone. Please follow the instructions below to join the meeting remotely.

**INSTRUCTIONS FOR ELECTRONIC PARTICIPATION**

**Join Zoom Meeting**

<https://rctc.zoom.us/j/84452497649>

**Meeting ID: 844 5249 7649**

**One tap mobile**

+16699006833,,84452497649# US (San Jose)

**Dial by your location**

+1 669 900 6833 US (San Jose)

**Meeting ID: 844 5249 7649**

For members of the public wishing to submit comment in connection with the Western Riverside County Programs and Projects Committee Meeting please email written comments to the Clerk of the Board at [lmobley@rctc.org](mailto:lmobley@rctc.org) prior to November 22, 2020 at 5:00 p.m. and your comments will be made part of the official record of the proceedings. Members of the public may also make public comments through their telephone or Zoom connection when recognized by the Chair.

*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 on the Commission's website, [www.rctc.org](http://www.rctc.org).*

*In compliance with the Americans with Disabilities Act, Government Code Section 54954.2, Executive Order N-29-20, 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 Committee 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. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **PUBLIC COMMENTS** – *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. Each individual speaker is limited to speak three (3) continuous minutes or less.*
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 – OCTOBER 26, 2020**
7. **CONSTRUCTION ZONE ENHANCEMENT ENFORCEMENT PROGRAM AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR THE INTERSTATE 15/STATE ROUTE 91 EXPRESS LANES CONNECTOR PROJECT**

**Page 1**

**Overview**

This item is for the Committee to:

- 1) Approve Agreement No. 20-31-028-00 with the California Highway Patrol (CHP), for Construction Enhancement Enforcement Programs (COZEEP) Services in support of the construction of the Interstate 15/State Route 91 Express Lanes Connector project (15/91 ELC) for a total amount not to exceed \$1,000,000;
- 2) Authorize the Chair or the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

**8. AMENDMENT 7 WITH MICHAEL BAKER INTERNATIONAL FOR THE SANTA ANA RIVER TRAIL PROJECT**

***Page 10***

***Overview***

This item is for the Committee to:

- 1) Approve Agreement No. 17-67-027-07, Amendment No. 7 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services required, as part of planned construction of the Santa Ana River Trail Project (SART 2 – Phase 6) in the amount of \$874,626, plus a contingency amount of \$87,462, for an additional amount of \$962,088, and a total amount not to exceed \$2,219,048;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 4) Forward to the Commission for final action.

**9. CITY OF RIVERSIDE FUNDING REQUEST FOR THIRD STREET GRADE SEPARATION PROJECT**

***Page 33***

***Overview***

This item is for the Committee to:

- 1) Approve programming \$18,000,000 of Congestion Mitigation and Air Quality (CMAQ) funds for the city of Riverside's (City) Third Street Grade Separation project;
- 2) Approve Agreement No. 20-72-027-00 between the Commission and the City for the programming of \$18,000,000 of CMAQ for either the right of way or construction phase of the Third Street Grade Separation project; and
- 3) Forward to the Commission for final action.

**10. 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.

**11. ADJOURNMENT**

The next Western Riverside County Programs and Projects Committee meeting is scheduled to be held at **1:30 p.m., Monday, December 28, 2020**, Board Chambers, First Floor, County Administrative Center, 4080 Lemon Street, Riverside.

# **AGENDA ITEM 6**

## **MINUTES**



# ***RIVERSIDE COUNTY TRANSPORTATION COMMISSION***

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

Monday, October 26, 2020

### **MINUTES**

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

The meeting of the Western Riverside County Programs and Projects Committee was called to order by Chair Michael Vargas at 1:30 p.m. via Zoom Meeting ID: 828 9514 9836. Pursuant to Governor Newsom's Executive Order N-29-20, (March 18, 2020), the Western Riverside County Programs and Projects Committee meeting will only be conducted via video conferencing and by telephone.

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

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

Ben Benoit  
Brian Berkson  
Berwin Hanna  
Jeff Hewitt  
Kevin Jeffries  
Clint Lorimore  
Wes Speake  
Michael Vargas  
Scott Vinton  
Russ Utz

##### **Members Absent**

Yxstian Gutierrez  
Bill Zimmerman

#### **3. PUBLIC COMMENTS**

There were no requests to speak.

#### **4. ADDITIONS/REVISIONS**

There were no additions or revisions.

#### **5. APPROVAL OF MINUTES – SEPTEMBER 28, 2020**

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

**Abstain: Utz**

**6. 15 EXPRESS LANES ADMINISTRATIVE REVIEW HEARING OFFICER SERVICES AGREEMENT**

Anthony Parada, Senior Management Analyst, presented the scope of the 15 Express Lanes administrative review hearing officer services agreement.

**M/S/C (Vinton/Hanna) to:**

- 1) Approve Agreement No. 21-31-011-00 with David Cyprien for 15 Express Lanes administrative review hearing officer services for a five-year term in an amount not to exceed \$100,000;**
- 2) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and**
- 3) Forward to the Commission for final action.**

**7. REQUEST TO DECLARE REAL PROPERTY AS SURPLUS**

Hector Casillas, Acting Right of Way Manager, presented the details of the request to declare real property as surplus.

Mr. Casillas discussed why the Commission no longer required the parcels and that if future projects in those areas were funded, the Commission still has enough property in those areas.

Anne Mayer, Executive Director, added the Commission is trying to keep the bare minimum of necessary property for the future and that maintenance is becoming costly.

**M/S/C (Speake/Vinton) to:**

- 1) Declare as surplus the real properties in the cities of Riverside, Perris, Hemet, and San Jacinto, as specifically identified in this report and attachments;**
- 2) Authorize the Executive Director to notify public agencies pursuant to California Government Code (Government Code) Section 54220 et seq the properties are available;**
- 3) Authorize the Executive Director to offer the surplus properties for sale to the public should no response be received; and**
- 4) Forward to the Commission for final action.**

**8. AGREEMENTS WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR STATE FUNDING AND SENATE BILL 1 FUNDING FOR THE OPERATION OF THE FREEWAY SERVICE PATROL PROGRAM IN RIVERSIDE COUNTY**



Michelle McCamish, Senior Management Analyst, presented the scope of the agreements with Caltrans for state funding and SB 1 funding for the operation of the FSP program in Riverside County.

**M/S/C (Hanna/Utz) to:**

- 1) Approve Agreement No. 21-45-017-00 with the California Department of Transportation (Caltrans) to provide state funding for FY 2020/21 for the operation of the Riverside County Freeway Service Patrol (FSP) program in an amount not to exceed \$1,696,153;**
- 2) Approve Agreement No. 21-45-016-00 with Caltrans to provide Senate Bill (SB) 1 funding for FY 2020/21 for the operation of the Riverside County FSP program in an amount not to exceed \$1,412,787;**
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission;**
- 4) Adopt Resolution No. 20-015, *“A Resolution of the Riverside County Transportation Commission Authorizing Certain Officials to Execute Agreements with Caltrans for Freeway Service Patrol Program Funding”*; and**
- 5) Forward to the Commission for final action.**

## **9. REGIONAL 511 IMPLEMENTATION**

Brian Cunanan, Commuter and Motorist Assistance Manager, presented the details of the Regional 511 implementation.

**M/S/C (Speake/Benoit) to:**

- 1) Approve Agreement No. 21-45-022-00, between the Los Angeles County Service Authority for Freeway Emergencies (LA SAFE), San Bernardino County Transportation Authority (SBCTA), and the Commission for Southern California’s 511 traveler information system services for up to a five-year term in the amount of \$865,506, plus a contingency amount of \$25,000, for a total amount not to exceed \$890,506;**
- 2) Approve Agreement No. 09-45-067-08, Amendment No. 8 to Agreement No. 09-45-067-00, with Iteris, Inc. (Iteris) for the continued provision of operations and maintenance services for the Inland Empire 511 (IE511) system through June 30, 2021 for an additional amount of \$130,000, and a total amount not to exceed \$3,475,785;**
- 3) Approve Agreement No. 14-41-156-07, Amendment No. 7 to Agreement No. 14-41-156-00, with Media Beef, Inc. (Media Beef) for the continued provision of programming and website/mobile application administration services for IE511 through June 30, 2021 for an additional amount of \$35,000, and a total amount not to exceed \$1,473,670;**

- 4) **Approve Agreement No. 19-45-080-02, Amendment No. 2 to Agreement No. 19-45-080-00, with SBCTA to extend the agreement through June 30, 2021 for reimbursement to the Commission for continued IE511 operations;**
- 5) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreements on behalf of the Commission; and**
- 6) **Forward to the Commission for final action.**

#### **10. AGREEMENT FOR VANPOOL VEHICLE LEASING SERVICES**

Mr. Cunanan presented the scope of the agreement for vanpool vehicle leasing services.

**M/S/C (Hanna/Vinton) to:**

- 1) **Award Agreement No. 21-41-021-00 to Airport Van Rental Vanpool, doing business as AVR Vanpool (AVR), for vanpool vehicle leasing services for a three-year term, plus one two-year option to extend the agreement, in an amount not to exceed \$875,000;**
- 2) **Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement, including option years, on behalf of the Commission; and**
- 3) **Forward to the Commission for final action.**

#### **11. COMMISSIONERS / STAFF REPORT**

There were no Commissioner or Executive Director comments.

#### **12. ADJOURNMENT**

There being no further business for consideration by the Western Riverside County Programs and Projects Committee, the meeting was adjourned at 2:04 p.m.

Respectfully submitted,



Lisa Mobley  
Clerk of the Board

# **AGENDA ITEM 7**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 23, 2020
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	David Thomas, Toll Project Manager
<b>THROUGH:</b>	Michael Blomquist, Toll Program Director
<b>SUBJECT:</b>	Construction Zone Enhancement Enforcement Program Agreement with the California Highway Patrol for the Interstate 15/State Route 91 Express Lanes Connector Project

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve Agreement No. 20-31-028-00 with the California Highway Patrol (CHP), for Construction Enhancement Enforcement Programs (COZEEP) Services in support of the construction of the Interstate 15/State Route 91 Express Lanes Connector project (15/91 ELC) for a total amount not to exceed \$1,000,000;
- 2) Authorize the Chair or the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 3) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The 15/91 ELC will provide tolled express lanes connectors between the existing 91 Express Lanes and the future 15 Express Lanes to the north of SR-91 (Figure 1: Vicinity Map).

The 15/91 ELC involves adding:

- 1) A single-lane tolled express lane connector from the eastbound 91 Express Lanes to the future northbound 15 Express lanes that would extend in the median of I-15 in the vicinity of the Hidden Valley Parkway interchange; and
- 2) A single-lane tolled express lane connector from the future southbound 15 Express Lanes that would extend from the median of I-15 in the vicinity of the Hidden Valley Parkway interchange and connect to the westbound 91 Express Lanes.

In addition, operational improvements are proposed to eastbound SR-91 consisting of extending the single lane of the eastbound 91 Express Lanes and adding one general purpose lane through the 15/91 interchange.



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

### **DISCUSSION:**

At the March 11, 2020 meeting, the Commission approved Agreement No. 19-31-074-00 with Myers-Rados Joint Venture (MRJV) as the design-build (DB) contractor to design and construct the 15/91 ELC. Over the past several months MRJV has been developing the design plans and construction sequencing. Currently, MRJV is planning to start construction activities in the Spring of 2021. MRJV has developed a Traffic Management Plan for construction of the project which outlines the mitigation measures to be undertaken to minimize the impact of construction to the traveling public. One of these measures is the utilization of COZEEP services, where the CHP is used to assist in lane closures required by the DB contractor to perform work adjacent to traffic.

The current construction staging plans outlines four (4) stages of construction which will also include several 55-hour weekend closures of parts of the 15/91 interchange during each of those stages. Based on the current construction staging and closures, it is estimated that the cost of the COZEEP services will not exceed \$1,000,000. This is a pass-through cost that will be recovered from the DB contractor.

Staff recommends that the Commission approve Agreement No. 20-31-028-00 with the CHP for COZEEP services in support of the construction of the 15/91 ELC for a total not to exceed amount of \$1,000,000 and authorization for the Chair or the Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission. Staff is currently working to finalize the agreement with CHP. The COZEEP agreement is a standard format agreement which has been used by the Commission previously (see attachment).

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22+	Amount:	\$ 100,000 \$ 900,000
Source of Funds:	SB 132 Funds and 91 Express Lanes Toll Revenue			Budget Adjustment:	No N/A
GL/Project Accounting No.:		003039 81304 00000 0000 605 31 81301			
Fiscal Procedures Approved:		<i>Theresa Trevino</i>		Date:	11/12/2020

Attachment: Sample COZEEP Agreement





**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

Business Services Section  
Contract Services Unit  
601 N. 7th Street  
Sacramento, CA 95811  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



October 21, 2020

Sent via Email to: [MLancaster@RCTC.org](mailto:MLancaster@RCTC.org)

Mark Lancaster, Project Manager

Riverside County Transportation Commission

4080 Lemon Street, 3rd Floor

Riverside, CA 92502

Subject: Agreement Number [18R84000-0](#)

**Agreement #18R840000 has been approved for COZEEP services has been approved.**

- \_\_\_ STD. 213, Standard Agreement with attached exhibits. Sign pages 1 and 2 of the STD. 213, Standard Agreement in blue ink. Return both copies to the attention of Tanya Fralin.
- \_\_\_ STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- \_\_\_ STD. 210, Short Form Contract. Sign and return both copies.
- \_\_\_ STD. 204, Payee Data Record. Complete and return.
- \_\_\_ CCC, Contractor Certification Clauses. Complete and return.
- \_\_\_ Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- \_\_\_ Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- \_\_\_ STD. 807, Payment Bond. Complete and return one copy.
- \_\_\_ CHP 28, Voluntary Statistical Data. Complete and return.
- \_\_\_ CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- \_\_\_ Letter of Agreement. Sign and return both copies.

**Contract status.**

- ☒ The enclosed agreement is signed on behalf of the Department of California Highway Patrol. P
- ☒ The enclosed approved agreement is for your records. Services are authorized to begin.

[TANYA FRALIN](#)  
Contracts Manager

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18R840000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

Riverside County Transportation Commission

2. The term of this Agreement is:

START DATE

06/01/2019

THROUGH END DATE

12/01/2021

3. The maximum amount of this Agreement is:

\$279,900.00 (Two Hundred Seventy-Nine Thousand Nine Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions 04/2017	
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4080 Lemon Street, 8th Floor

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Anne Mayer

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

*Anne Mayer*

DATE SIGNED

May 28, 2020

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

P.O. Box 942898

CITY

Sacramento

STATE

CA

ZIP

94298

PRINTED NAME OF PERSON SIGNING

R.E. SIDLEY

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

*R.E. Sidley*

DATE SIGNED

*9.24.2020*

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL



EXEMPTION (If Applicable)

## EXHIBIT A (Standard Agreement)

### SCOPE OF WORK

1. The Riverside County Transportation Commission, agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic enforcement related services for the Contractee, provided by the CHP Riverside Area office.

These traffic enforcement services, Construction Zone Enhanced Enforcement Program (COZEEP) shall be provided during demolition and construction of the Placentia Avenue over crossing and off ramps for Interstate 215.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the County of Riverside.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		Riverside County Transportation Commission	
NAME		NAME	
Officer Rene Pereyda		Alex Menor, Capital Projects Manager	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	
(951) 637-8000		(951) 787-7970	
Direct all inquiries to :			

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		Riverside County Transportation Commission	
SECTION/UNIT		EMAIL	
Business Services Section/Contract Services Unit		amenor@rctc.org	
ATTENTION		ATTENTION	
Brian Wise, Contract Analyst		Alex Menor, Capital Projects Manager	
ADDRESS		ADDRESS	
601 N. 7 <sup>th</sup> Street, Sacramento, CA 95811		4080 Lemon Street, 3 <sup>rd</sup> floor Riverside, CA 92501	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER
(916) 843-4318	(916) 322-3166	(951) 787-7970	(951) 787-7906

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK** (Continued)

4. Detailed description of work to be performed:

- A. **CHP Riverside Area office** shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the **CHP Riverside Area office** be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
- B. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- C. It is understood by the **Riverside County Transportation Commission** that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item D.
- D. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, the **Riverside County Transportation Commission**, agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.

If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the **Riverside County Transportation Commission**, will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

E. Cancellation of Services

The County of Riverside, through its Transportation Department, shall not be charged for service cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

- 1. The **Riverside County Transportation Commission**, agrees that if service cancellation is made with less than twenty-four (24) hours, prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- 2. The **Riverside County Transportation Commission**, agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, the **Riverside County Transportation Commission**, shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- 3. All service cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- 4. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide the County of Riverside with an Itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

County of Riverside  
Accounts Payable  
8118 Lincoln Ave.  
Riverside, CA 92502

The County of Riverside agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, the **Riverside County Transportation Commission** agrees to reimburse the CHP upon receipt of an itemized invoice. The **Riverside County Transportation Commission** agrees to reimburse the CHP for the **hours worked by CHP officers** (at the overtime rate, described below) at the time services are provided, plus mileage incurred in providing such services. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the **Riverside County Transportation Commission** agrees to pay the increased rate. The following information are the CHP officer and sergeant overtime rates effective Fiscal Year 17/18, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Sergeant	\$ 110.03 per hour
CHP Officer	\$ 90.45 per hour
CHP Automobile	\$ .83 per mile

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and the **Riverside County Transportation Commission**, agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and the **Riverside County Transportation Commission**, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by the **Riverside County Transportation Commission**, or such need for repair or replacement of property arises directly from the **Riverside County Transportation Commission**, gross misconduct or willful negligence with respect to the property.
6. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
7. The **Riverside County Transportation Commission**, agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. The **Riverside County Transportation Commission**, agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The **Riverside County Transportation Commission**, agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the **Riverside County Transportation Commission**, agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).
8. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
9. The **Riverside County Transportation Commission**, agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the **Riverside County Transportation Commission**.

# **AGENDA ITEM 8**





<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 23, 2020
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	David Lewis, Capital Projects Manager
<b>THROUGH:</b>	Marlin Feenstra, Project Delivery Director
<b>SUBJECT:</b>	Amendment 7 with Michael Baker International for the Santa Ana River Trail Project

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve Agreement No. 17-67-027-07, Amendment No. 7 to Agreement No. 17-67-027-00, with Michael Baker International (MBI) for additional scope of services required, as part of planned construction of the Santa Ana River Trail Project (SART 2 - Phase 6) in the amount of \$874,626, plus a contingency amount of \$87,462, for an additional amount of \$962,088, and a total amount not to exceed \$2,219,048;
- 2) Authorize the Executive Director or designee to approve contingency work as may be required for the Project;
- 3) Authorize the Chair or Executive Director, pursuant to legal counsel review, to finalize and execute the agreement on behalf of the Commission; and
- 4) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

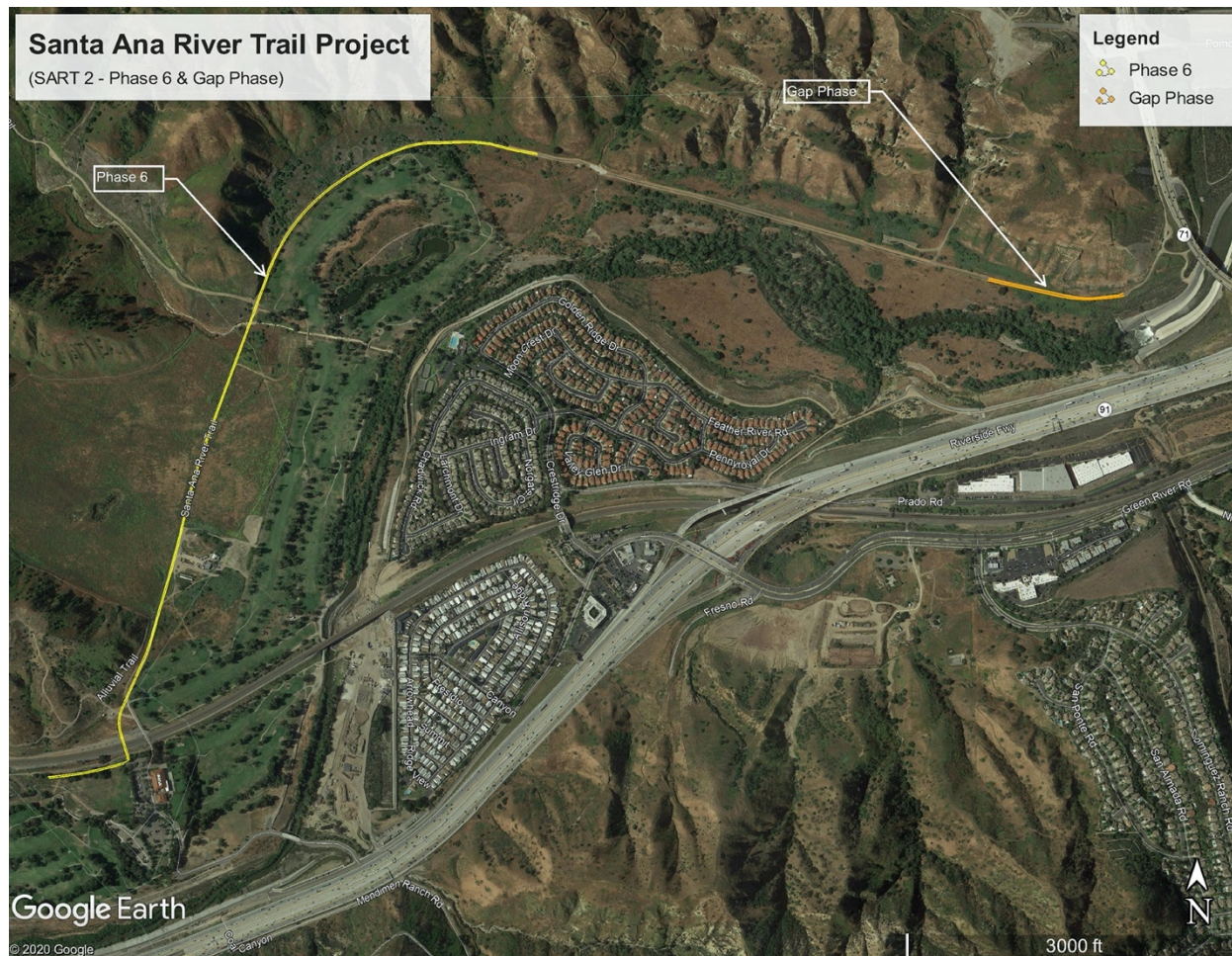
The concept for the overall SART from the San Bernardino Mountains to the Pacific Ocean in Huntington Beach has been in development for many years. Much of the trail has been built through Orange County with short segments remaining to be completed in Riverside and San Bernardino Counties. The last remaining segment to be completed in Riverside County is from the Orange County line to the Hidden Valley Reserve in the cities of Corona and Riverside.

In 2007, the Riverside County Regional Park and Open-Space District (Park District) was successful in obtaining Proposition 84 Grant funds for the detailed alignment and construction of the section of trail from the Orange County line to the US Army Corps of Engineers property in the Prado Dam basin.

In early 2015, the Park District requested the Commission to manage the delivery of the SART 1 trail project between State Route 71 and the city of Eastvale. In March 2015, the Commission and Park District entered into Memorandum of Understanding (MOU) No. 15-67-059-00, which

reimburses the Commission's costs for providing project management and procurement of construction services for the Park District SART 1 project.

Figure 1 – Santa Ana River Trail Project 2 – Phase 6 & Gap Phase



In October 2016, the Park District and Commission amended the MOU, Agreement No. 15-67-059-01, to reimburse the Commission for its costs for delivery of the SART 2 project, which runs adjacent to the Green River Golf Course near the city of Corona.

At the November 2017 meeting, the Commission approved an agreement with MBI for preliminary engineering, final environmental document and design and preparation of the final Plans, Specifications and Estimate (PS&E) package and related construction bid documents for the construction of the SART 2 project in the amount of \$1,256,960, including contingencies. There have been six amendments to the contract to date for changes in key staff personnel, which did not result in an increase in cost.

The parties now desire to amend Agreement 17-67-027-00 for a seventh time in order to provide compensation for preliminary engineering, final environmental document and final design

services for the SART 2 project to complete work that was not anticipated in the original scope of work for the project.

### **Project Description**

The proposed trail consists of a 10-foot wide, paved Class I bike path as well as a 10-foot wide, decomposed granite equestrian and pedestrian trail for a total combined width of 20 feet. The trail alignments to be investigated will take the trail from the Orange County line adjacent to and through the Green River Golf Course and connect with the existing trail at Chino Hills State Park's boundary.

### **DISCUSSION:**

The preliminary engineering and environmental document (PAED) phase of the project is about 50% complete, with the environmental document scheduled to be completed by November 2021. Ongoing coordination with the various project stakeholders, including Burlington Northern Santa Fe Railway (BNSF), Western Riverside County Regional Conservation Authority (RCA), Orange County, Santa Ana Watershed Project Authority (SAWPA), Chino Hills State Park (State Park), and U.S. Fish and Wildlife, has resulted in changes to the project, and additional scope has been identified that was not anticipated during the PAED/PS&E procurement. Below is a summary of the changes and additional scope items.

#### **Incorporation of additional trail section**

During the development of the environmental document, it was noted that a gap existed between various trail segments east of the project. This gap, which is approximately 1000 feet in length, is about ½ mile east of the project, and lies within an environmentally sensitive area. This was discussed with RCA and the Park District, and they concurred that it would be better to include this section in SART 2 rather than another project. This change required the following additional scope of work:

- Additional topographic field survey;
- Changes to project description, updates to environmental documentation and technical studies;
- Additional field surveys for jurisdictional delineation and expansion of the area of potential effect; and
- Additional trail design.

#### **Changes to environmental document and technical studies**

During project development, the changes described below required that new information and analysis be incorporated into the technical studies and environmental document. Additional design work to supplement the environmental analysis is also required for the changes identified below.

- SAWPA requested the realignment of Alternative 2 to avoid impacts to the SAWPA's Brine Line.
- State Park requested the project include mitigation to provide trail connection improvements to the Lower Aliso Canyon Trail of Chino Hills State Park.
- Additional habitat assessment and jurisdictional delineation were conducted due to the discovery of a protected species nesting within the project area.

### **Aliso Canyon Creek Crossing**

During the planning phase of the project, the Aliso Canyon Creek crossing was intended to be an "Arizona concrete crossing". The analysis indicated this would have substantial impacts to waters of the United States, and it was agreed to place a bridge to span the Aliso Canyon Creek to eliminate the impacts. This change resulted in the following additional work:

- Additional geotechnical investigation and hydraulics analysis to incorporate a scour analysis for the bridge;
- Design of a prefabricated pedestrian bridge;
- Additional coordination with SAWPA to minimize the impacts of its easement and access; and
- 6 additional parcels requiring legal descriptions and exhibits.

### **Bridge over BNSF railroad tracks**

During the planning phase for the project, it was anticipated that a prefabricated trail bridge would be designed to span the BNSF railroad tracks. Coordination meetings were held with BNSF, Orange County, and the operators of the Green River Golf Course. During these meetings, BNSF stated it would not allow the existing private at-grade crossing to remain open if the project placed the trail bridge over the tracks. BNSF will not approve the trail bridge unless the existing, private at-grade crossing is closed.

A construction equipment vehicle-rated bridge is therefore required to be constructed to provide access to the golf course maintenance facility and other facilities located north of the tracks. The bridge would also allow the possibility of future development of the golf course property. Orange County will contribute funding toward the cost to upgrade the bridge to support construction equipment for the future development of the golf course.

The bridge type that complies with Orange County and BNSF requirements is a cast-in-place concrete bridge, which is substantially different from a prefabricated trail bridge. To comply with these requirements, additional scope will include the following:

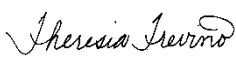
- Additional right-of-way mapping;
- Additional coordination meetings between Orange County and BNSF;
- Bridge Type Selection Report;
- Bridge design calculations;
- Bridge PS&E – BNSF Vehicular Bridge;
- Bridge plan check revisions, approvals, and local agency permits;

- Identification and mitigation for impacts to the golf course including potential retaining walls, relocation of golf course greens, or relocation of the driving range;
- Railroad permits and license agreement coordination; and
- Assistance in the development of Bridge Operations and Maintenance Agreement between Park District and the County of Riverside Transportation Department.

Details of these items can be found in the attachment . The additional scope was reviewed and approved by the Park District.

### **Funding**

All funding for the project, including the changes proposed in this staff report are provided from the Proposition 84 grant secured by the Park District through the State Coastal Conservancy. The Commission-Park District MOU provides for the reimbursement of the Commission's project costs.

Financial Information					
In Fiscal Year Budget:	Yes N/A	Year:	FY 2020/21 FY 2021/22+	Amount:	\$200,000 \$762,088
Source of Funds:	Proposition 84 Grant funds provided by the State Coastal Conservancy and secured by Park District			Budget Adjustment:	No N/A
GL/Project Accounting No.:	007202 81102 00000 0000 720 67 81101      \$962,088				
Fiscal Procedures Approved:				Date:	11/11/2020

Attachment: Amendment No. 17-67-027-07 – Scope, Fee and Schedule with Michael Baker International



November 8, 2020

JN 167982

Mr. David Lewis  
**Riverside County Transportation Commission**  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92502

Subject: Amendment #7 – Additional Work Request for Final Environmental Document,  
Preliminary Engineering, and PS&E for SART 2 Through Green River Golf Course  
(Agreement, No. 17-67-027-00)

Dear Mr. Lewis:

Michael Baker International (Michael Baker) appreciates the opportunity to submit this amendment request to provide additional engineering support and project coordination for the preparation and processing of the final environmental document, preliminary engineering, and Plans, Specifications, & Estimates (PS&E) for the Santa Ana River Trail (SART 2) through Green River Golf Course project.

Our proposed Amendment No. 7 request and Compensation documentation are attached as Exhibits "A" and "B." These exhibits define our efforts and the fees associated with these tasks. We look forward to continuing to work with you to provide professional services on this project. Should you have any questions, please do not hesitate to contact Steve Huff at 949-855-3624, or [SJHuff@mbakerintl.com](mailto:SJHuff@mbakerintl.com) or contact Ray Wang at 949-330-4293, or at [Ray.Wang@MBakerIntl.com](mailto:Ray.Wang@MBakerIntl.com).

Sincerely,



Ray Wang, P.E.  
Project Manager

Sincerely,



Steve Huff, P.E.  
Vice President

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## **“Exhibit A” Amendment No. 7**

### **Phase 1 – Final Environmental Document and Preliminary Engineering Services**

#### **Task 1.2 – Project Meetings**

Additional meetings are required with various agencies including the Santa Ana Watershed Project Authority (SAWPA), Riverside County Regional Conservation Authority (RCA), Riverside County Parks and Open Space District (RC Parks), Burlington Northern Santa Fe (BNSF), Metropolitan Water District (MWD), Orange County Public Works (OCPW), State Parks, and RCTC. These meetings are required to discuss various topics related to the project including the proposed trail being over the SAWPA 42” SARI line (brine line) and SAWPA’s maintenance access across Aliso Canyon, State Parks property impacts, BNSF bridge and property impacts, OCPW access to the north side of the BNSF tracks at BNSF’s demand to close the at-grade crossing, and review of right-of-way and easement rights of the various stakeholders. In addition, delays in the project schedule due to SAWPA concerns regarding the Aliso Canyon bridge crossing, RCA review/concurrence, and State Parks mitigation requirements, have required additional monthly PDT meetings for the environmental phase. A total of 10 additional meetings are included in this request. The current schedule shows the final IS/MND being finalized in September 2021, as illustrated on the revised schedule in the attachment.

***Deliverables:*** Additional Meeting Preparation and Attendance

#### **Task 1.3 – Project Management and Coordination**

Additional budget is requested for additional project management and coordination associated with the additional Scope of Work included with this amendment request including revisions to the environmental document and associated technical studies and to the preliminary geometric alternatives.

***Deliverables:*** Additional Project Management and Coordination.

#### **Task 1.4 – Preliminary Geometric Alternatives**

Additional trail alignment alternatives related to SAWPA’s 42” brine line and its maintenance truck access are required.

##### **A. Trail Realignment for SAWPA Brine Line:**

The trail alignment of Alternative 1 included in the original Scope of Work followed the existing SAWPA maintenance access road, which is generally over the top of the existing SAWPA 42” brine line. SAWPA expressed concerns with the additional fill being placed over their line and the additional loading it would exert on the pipe and requested RCTC to shift the alignment. This requires a revision of approximately 1,000 feet of the trail alignment to shift it 3 feet to the east. The grading limits also require revision to accommodate this change.

##### **B. Aliso Canyon Bridge Realignment**

Subsequent to the alignment shift request described above, SAWPA also expressed concern with maintenance truck accessibility over the proposed bridge across Aliso Canyon. The proposed bridge is for pedestrian/bicycle use and the design was not anticipated to support their maintenance vehicles. Per RCTC’s request, Michael Baker will evaluate shifting the trail alignment and bridge locations at the Aliso Canyon crossing (including options for a pedestrian bridge or a vehicular bridge). This evaluation will require establishing the bridge profile such that the soffit is placed high enough to avoid impact to the jurisdictional boundaries of the waterway. Preliminary



grading and layout of the bridge wingwalls will be done to ensure adequate space is provided to maintain access for SAWPA maintenance vehicles. Coordination with various agencies and multiple exhibits are required to address this matter. Critical design factors related to the final location of the bridge include not encroaching into the mapped FEMA floodplain limits or the existing MWD easement, and hydraulic effects from the existing grade control structure constructed by SAWPA to protect their 42" brine line. Michael Baker will strive to refine the location of the bridge to avoid these conflicts. If these conflicts are unavoidable however, a quantitative scour analysis, including additional geotechnical investigation and analysis, and an encroachment permit from MWD would be required. These tasks are described under Optional Tasks. It is still assumed that the Aliso Canyon bridge will remain as a pedestrian bridge with a prefabricated superstructure per the original Scope of Work.

**C. Lower Aliso Canyon Trail Connection**

Based on a request provided by Enrique Arroyo at State Parks, improvements near the Lower Aliso Canyon Trail are required to offset impacts to State Parks land. Michael Baker will coordinate with State Parks to further define these preliminary improvements. This task includes the preliminary design of this connection to gain concurrence from State Parks and to define impacts for inclusion in the IS/MND. As noted in Enrique Arroyo's email to Alan Ashimine of Michael Baker dated June 23, 2020, State Parks' requests at this location include improvements to the existing gate/fence from the slope on the east to approximately 10 feet west of the gate, removal of an existing cattle grate, improved grades/transitions from the Lower Aliso Canyon Trail to SART with decomposed granite, and appropriate signage.

**Deliverables:** Additional Preliminary Geometric alternatives, Additional exhibits for pedestrian and vehicular bridge options

**Task 1.5 – Draft and Final Environmental Document**

**A. Trail Realignment for SAWPA Brine Line**

Revisions of the Alternative 1 trail alignment described under Task 1.4A, require associated revisions to the IS/MND. Based on the alignment shift and updated grading limits to avoid fill and loading over SAWPA facilities, updates to relevant graphics, tables, and impact discussions within the Administrative Draft IS/MND are required. Revisions to the Administrative Draft IS/MND will also be made to reflect revised technical studies that incorporate the revised Alternative 1 trail alignment.

**B. Cultural Resources Assessment – Built Environment Resources**

Applied Earthworks' (subconsultant to Michael Baker) original Scope of Work had assumed an analysis of two built environment resources as part of the Cultural Resources Assessment (the BNSF railroad and Green River Golf Course). However, as a result of field work conducted for the proposed project, Applied Earthworks had to analyze three additional historic resources (a historic camp, former/abandoned railroad grade along the Alternative 1 alignment, and two buildings with associated refuse scatters) for consideration within the Cultural Resources Assessment. As part of this work effort, Applied Earthworks prepared Department of Parks and Recreation (DPR) 523 Forms for the three resources, and archival research to evaluate the significance. The results of the field analysis and the DPR forms were incorporated into the impact analysis.

**C. Aliso Canyon Bridge Realignment**

Per direction received from RC Parks, the current Administrative Draft IS/MND assumes a prefabricated pedestrian bridge crossing that spans Aliso Canyon under Alternative 1. Based on

discussions with RCTC and as described in Task 1.4B, Michael Baker understands that the trail alignment will need to shift to the to allow SAWPA to access their existing crossing at Aliso Canyon along the current alignment of their access road. Based on the revised grading limits and the updated bridge location, the project description in the IS/MND, exhibits, and associated analysis will need to be revised to reflect the changes at this location. This task also includes revisions to the Administrative Draft IS/MND to reflect revised technical studies that also incorporate the revised bridge alignment.

**D. Lower Aliso Canyon Trail Connection**

As indicated in the Task 1.4C, Michael Baker will coordinate with State Parks to further define improvements at the Lower Aliso Canyon Trail connection. Michael Baker will revise the Administrative Draft IS/MND to reflect these requested improvements. Based on revised grading limits and new facilities at this location, an updated IS/MND project description, exhibits, and associated analysis to reflect changes at this location will be required.

**E. Habitat Assessment & Jurisdictional Delineation**

Based upon requests from CDFW during the RCA pre-application meeting on April 8, 2020, Michael Baker regulatory specialists will conduct an additional field survey to re-confirm the limits of State and Federal jurisdictional resources along the proposed alternative. Information provided by the RCA and regulatory agencies during the pre-application meeting and results of the field survey will be used to update the previously prepared *Habitat Assessment and MSHCP Consistency Analysis Report* and *Delineation of State and Federal Jurisdictional Waters Report*.

This task also includes updates related to modifications to grading limits associated with shifting the trail to avoid impact to the SWPA 42" brine line, the Aliso Canyon crossing, and entry to the Lower Aliso Trail, as noted in Tasks 1.5 A, 1.5C, and 1.5D. Updates to the Habitat Assessment and Jurisdictional Delineation are expected to include relevant graphics, tables, and impact discussions, as applicable.

**F. Joint Project Review Application/Processing**

Because the project is within designated Criteria Cells by the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), potential project effects to riparian/ riverine resources will be subject to Joint Project Review (JPR) by the RCA. This process includes a 60-day review period of the DBESP Report (see Task 1.6) by the Wildlife Agencies (USFWS and CDFW). Michael Baker will prepare the JPR application to ensure the project complies with all MSHCP conservation objectives and requirements. Once the application has been approved, the application will be submitted to RCA. Once submitted, Michael Baker will provide technical support to RCTC to review and respond to comments received by the RCA, USFWS, and CDFW.

This task assumes one (1) round of review/revisions with RCTC before accepted as final, and up to two (2) rounds of review/revisions with the RCA, USFWS, and CDFW. Michael Baker will submit a hard copy of the final JPR Application package to RCTC for submittal to the RCA.

**G. Administrative Draft IS/MND – Remove Alternative 2**

The IS/MND currently analyzes two build alternatives at an equal level of detail. Based on comments on the Administrative Draft IS/MND provided by BB&K, a number of additional studies/analyses will be required prior to the IS/MND 30-day public review period, such as the DBESP, hydraulics analysis, and golf course impacts memorandum. These documents would need to address the impacts of Alternative 2, in order to provide an equal level of detail. To avoid "throw away" work and to minimize cost, this task would remove Alternative 2 from the IS/MND

and limit the analysis to Alternative 1. Previously approved technical studies that already address Alternatives 1 and 2 would remain unchanged, and that changes would be limited to the IS/MND. Key components of this task include updating various exhibits throughout the document, modifying the project description to exclude Alternative 2, and updating impact analysis for portions of the document where the analysis is unique to Alternative 2 is provided.

At the request of RCTC, Michael Baker has developed an estimate of costs associated with leaving Alternative 2 in the IS/MND. Approximate costs associated with additional analysis of Alternative 2 consist of the following key tasks:

- Hydraulics analysis to analyze low water crossing for Alternative 2 at Aliso Canyon (\$45,000)
- Golf course impacts analysis and coordination with Green River Golf Course staff to address golf course impacts specific to Alternative 2 (\$15,000)
- DBESP/JPR processing to account for Alternative 2 (\$10,000)

As shown above, in total it is anticipated that leaving Alternative 2 in the IS/MND would incur roughly \$70,000 in additional costs, less the \$7,549 that is being requested as part of this task for the removal of Alternative 2 in the IS/MND. This cost estimate assumes that Alternatives 1 and 2 would be analyzed at an equal level of detail within the IS/MND.

***Deliverables:*** Draft & Final IS/MND/EA, Additional Cultural Resources Assessment

#### **Task 1.6 – Determination of Biologically Equivalent or Superior Preservation (DBESP)**

Michael Baker's existing Scope of Work includes a task for preparation of a Habitat Mitigation Monitoring Plan (HMMP). However, because impacts to riparian/riverine areas would occur as a result of the proposed project within the Western Riverside County MSHCP, a Determination of Biologically Equivalent or Superior Preservation (DBESP) Report will be required in lieu of the HMMP. Michael Baker will prepare the DBESP Report and will submit it to the RCA and Wildlife Agencies (CDFW and USFWS) for review and approval. The report will be prepared in accordance with the RCA's DBESP Report template dated April 2019, and will include the following:

- Definition of the project area;
- A written project description, demonstrating why an avoidance alternative is not feasible;
- A written description of biological information available for the project site including the results of resource mapping;
- Quantification of unavoidable impacts to riparian/riverine areas, vernal pools, LBVI, burrowing owl, or other MSHCP-covered resources associated with the project, including direct and indirect effects;
- A written description of project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement;
  - Compensatory mitigation measures developed during the pre-application meetings with the RCA, USACE, Santa Ana RWQCB, CDFW, and USFWS will be used to offset impacts as appropriate.
- A finding demonstrating that although the proposed project would not avoid impacts, with proposed design and compensation measures, the proposed project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors:

- Effects on Conserved Habitats;
- Effects on the riparian/riverine species listed in MSHCP Section 6.1.2; and
- Effects on riparian linkages and function of the MSHCP Conservation Area.

This task assumes one (1) round of review/revisions to the draft DBESP Report before accepted as final by RCTC, and two (2) rounds of review/revisions with the RCA and Wildlife Agencies (USFWS and CDFW). Additional review cycles will be considered extra work and will be subject to an additional amendment request.

Michael Baker will utilize the \$17,189 from the original contract for the HMMP for this task. Therefore, this task will not require any additional budget as part of this amendment.

***Deliverables:*** DBESP

#### **Task 1.7 – Geotechnical Investigation – Scour Analysis**

As indicated in Task 2.7, the final placement of the Aliso Canyon bridge requires a detailed scour analysis, additional geotechnical investigation and analysis would be required. To evaluate the scour potential, the geotechnical subconsultant, Diaz Yourman Associates (DYA), will collect no more than four grab samples at the creek bottom to perform a sieve analysis. Once the scour information is available, DYA will incorporate the long-term and short-term scour values into the foundation design based on current 2019 California Amendments to AASHTO LRFD Bridge design method.

***Deliverables:*** Field Samples, Sieve Analyses, and Foundation Report

### **Phase 2 – PS&E Services**

#### **Task 2.1 – Project Meetings**

Additional meetings are anticipated to be required during PS&E with various stakeholder agencies including SAWPA, RCA, BNSF, MWD, OCPW, and State Parks, for further refining of the Aliso Canyon Bridge and trail alignment, trail connections requested by State Parks, and coordinating the right of way and access easement needs. Eight (8) additional meetings are included in this amendment request. The final PS&E is anticipated to be approved in July 2022, as illustrated on the revised schedule in the attachment.

***Deliverables:*** Additional Meeting Preparation and Attendance

#### **Task 2.2 – Project Management and Coordination**

Additional budget is requested for project management and coordination associated with the additional Scope of Work for the PS&E included with this amendment request.

***Deliverables:*** Additional Project Management and Coordination

#### **Task 2.3 – Topographic Field Survey and Control**

Michael Baker will perform topographic field survey to support the additional length of trail as described in tasks 2.10A and 2.10B. The aerial topography currently being used for the project does not extend to the gap between SART Phase 5 and SART Phase 3 described in Task 2.10A. Hence, field survey shots will be obtained for cross sections at 25-foot intervals in lieu of acquiring additional aerial topography. Cross sections will include shots on existing paved/graded limits of the existing path, break lines (if apparent), fence lines, utility appurtenances, and other features as needed to define existing improvements. The

additional improvements described in Task 2.10B require supplemental field survey to define existing improvements and to establish accurate join locations.

***Deliverables:*** Additional design survey

#### **Task 2.4 – Right-of-Way Mapping**

RCTC provided 12 title reports in April 2020 to Michael Baker to analyze and develop a cadastral Land Net Base, which will serve as the basis for design and right of way mapping effort. The cadastral land net base will be developed from existing record maps and deeds, which will provide record property lines. Boundary survey is explicitly excluded from this task. We will review vesting deeds and record encumbrances itemized in the title reports. Easements of record, if plottable, will be computed and incorporated into the land net base cad file. This cadastral land net base file will then be used to prepare Legal descriptions and exhibits.

Initial review of these title reports indicates that 12 separate parcels will be impacted by the proposed trail improvements (Alternative 1) as listed below. At the time of preparation of the original Scope of Work, the true extent of the number of parcels that would be impacted, and the number of parcel encumbrances associated with various easements, were unknown. The level of effort to develop the right of way mapping and land net base map is significantly more than was anticipated in the original Scope of Work. Additionally, with the extension of the trail to join the westerly limit of existing SART Phase 5 and closing the gap between SART Phase 5 and SART Phase 3 (described in Task 2.10 A), four (4) additional parcels are being impacted including 101-120-07, 09, 101-210-018, and 101-140-005.

- |   |   |
|---|---|
| 1. BNSF RR – APN: 1033-171-02                         | 8. RCFCD – APN: 101-140-005                               |
| 2. OCFCD – APN: 101-120-012                           | 9. SAWPA – APN: 1033-171-04                               |
| 3. OCFCD – APN: 101-130-02, 03, 29                    | 10. State of CA & OCFCD – APN: 1033-171-15, 26, 29, 32    |
| 4. OCFCD – APN: 101-130-016                           | 11. State of California – APN: 101-120-01, 02, 05, 07, 09 |
| 5. OCFCD – APN: 1033-171-17, 20                       | 12. State of California – APN: 101-210-018                |
| 6. OCFCD – APN: 1033-171-38                           |   |
| 7. BNSF RR – APN: 101-130-080;101-140-027, 32, 34, 35 |   |

***Deliverables:*** Additional Land Net Base Mapping

#### **Task 2.5 – Legal Description and Exhibit**

Based on the initial review of the title reports, five (5) legal descriptions and exhibits will be required for permanent trail easement purposes and five (5) legal descriptions and exhibits will be required for temporary construction easement (TCE) purposes for BNSF, OCFCD, RCFCD, SAWPA, and the State of California. The original Scope of Work included a total of four (4) legal descriptions and exhibits. In addition, two separate legal descriptions will be prepared in support of encroachment permitting or other agreement purposes, one for BNSF crossing, and another one for the location where proposed trail intersects with the MWD pipeline easement. Michael Baker will prepare a total of eight (8) additional legal description and exhibits.

It is assumed that conveyance documents (deeds), title work, appraisal, acquisition coordination and recording services will be the responsibility of the Client.

***Deliverables:*** Eight (8) Additional Legal Description and Exhibits

## **Task 2.7 – Hydrology and Hydraulics Report – Scour Analysis**

Due to concerns by SAWPA regarding their maintenance accessibility and through discussions with RCTC noted above, the trail alignment at Aliso Canyon and the corresponding pedestrian bridge, will likely require shifting the bridge to the east, as described under Task 1.4B. Depending upon how far east the bridge needs to move, it may require a qualitative scour analysis, including additional geotechnical investigation and analysis, due to placing the northerly abutment within the mapped FEMA floodplain and/or due to the relative location between the 42" brine line grade control structure (constructed by SAWPA) and the bridge. In an effort to keep the bridge out of the floodplain, it may be necessary to place the northerly abutment within the MWD easement just north of mapped FEMA floodplain limits, thus requiring an encroachment permit from MWD.

Because the original Scope of Work included a pedestrian bridge outside of the floodplain boundary and the existence of the SAWPA 42" brine line grade control structure was unknown, only a qualitative assessment of scour potential was anticipated. This task would include preparation of 100-year hydrology for Aliso Canyon, channel hydraulics for Aliso Canyon (HEC-RAS), scour analysis for the Aliso Canyon flow (abutment/contraction/long-term), and analysis for scour resulting from a General Design Memorandum release from Prado Dam. Due to the offset in timing associated with the free-draining Aliso Canyon vs. the retained event behind Prado Dam, the analysis will be performed for two separate events and superimposed. A simultaneous model of both storms and/or scour events is excluded from this Scope of Work. The effects of the grade control structure (i.e. plunge pool) and the hydraulics of the revised bridge location could also potentially require an analysis for scour from both Aliso Canyon and the Santa Ana River.

Coordination and research with Riverside County Flood Control & Water Conservation District (RCFC&WCD) and with SAWPA has concluded that there is no hydrology study available for use for Aliso Canyon. Hydrology for Aliso Canyon is necessary to perform the scour analysis. Scour analysis would be performed using Sieve Analysis results described in Task 1.7. The analysis of the hydrology, hydraulics, and scour will be documented in the project's Hydraulics, Hydrology, and Scour Basis of Design Report.

**Deliverables:** Aliso Canyon Hydrology and Bridge Quantitative Scour Analysis (within Hydrology and Hydraulics Report)

## **Task 2.10 – Trail improvement Plans**

Revisions to the trail alignment and connection points require additional design budget.

### **A. Extend Project Limits**

The project limit included in the original Scope of Work terminated before entering the State Park boundary at the northeast end of the project. Per RCTC direction, the trail alignment will now be extended into the State Park boundary to join the westerly limit of existing SART Phase 5 (approximately 600 feet in length). Additionally, the project will be expanded to close the gap between SART Phase 5 and SART Phase 3 (approximately 1,200 feet in length). Budget Reallocation No. 3 (approved on 10/16/2019) addressed this gap closure for the preliminary alignment and the environmental document only and noted that the PS&E component of this additional work would be addressed in a future amendment.

### **B. Green River Golf Course Parking Lot Improvements**

According to current direction from RCTC, the BNSF bridge will be designed for vehicular access instead of a pedestrian bridge only as indicated in the original contract. A roadway ramp



connection will be required to connect the BNSF bridge down to the existing Green River Golf Course parking lot for the golf course maintenance vehicles. This will provide the necessary access to the golf course itself and to the maintenance yard, which is on the north side of the railroad tracks. This will have greater impacts on the surrounding areas, such as reconfiguring the Golf Course parking lot, maintaining the parking lot traffic flow, and modifying the driving range operation. This task assumes that two (2) retaining walls will be required on both the parking lot side of the ramp and the driving range side of the ramp to minimize impacts to the Golf Course and driving range operation. The retaining walls will have a length of approximately 220', a maximum height of 10', and will be a standard Caltrans wall on a spread footing. It is assumed that Green River Golf Course will lead the effort and prepare plans for reconfiguring the parking lot, driving range operation and golf course hole layout as necessary. Michael Baker will prepare a conceptual layout of the parking lot reconfiguration and provide general support to Green River Golf Course staff in reviewing and discussing various impacts to their facilities as they develop their improvement plans to restore operations. This task will also include an effort to prepare an overall golf course impact analysis and memorandum for Alternative 1 (preferred alternative) per RCTC legal counsel's directions on the CEQA document.

**C. Lower Aliso Canyon Trail Connection**

Upon further coordination with State Parks to define preliminary improvements during Phase 1 as described in Task 1.4C, Michael Baker will incorporate improvements at the connection to the Lower Aliso Canyon Trail into the final engineering design, including improvements to the existing gate/fence, removal of an existing cattle grate, new grading limits and transitions from the Lower Aliso Canyon Trail to SART, and appropriate signage. Michael Baker anticipates three (3) round of review comments by State Parks and will address those in the final design plans.

**D. Construction A+B Bid Package**

Michael Baker will prepare a single bid-ready final PS&E design package at the end of the phase 2 (PS&E design phase) for the project, including the trail improvement design, the Aliso Canyon bridge and BNSF vehicular bridge design with work associated with the BNSF vehicular bridge and all trail improvements southerly of the BNSF tracks designated as a separate bid component as part of a A+B Bid package. In this single A+B bid-ready PS&E design package, Michael Baker team will clearly indicate the limits of Construction Package A and Construction Package B. Construction Package A would be for the trail improvement design up to the north of BNSF crossing at approximately Station 29+00 based on the conceptual Alternative 1 alignment (North segment). The Aliso Canyon Pedestrian bridge will be included in the Construction Package A as well. Construction Package B would be for the rest of trail improvement plan from approximately Station 29+00 to the beginning of the trail at the Orange County border line (South segment), including the BNSF vehicular bridge design, as indicated on task 2.11 and 2.13 below, and all the access ramp improvement plans near the Golf Course parking lot, as indicated on task 2.10B above. The exact separation limit between north segment and south segment will be further defined during the final PS&E design, but extra effort will be necessary to delineate the plan set so the contractor would clearly understand the limit and provide the A+B bid. It is anticipated that some type of Project Limits Map will be prepared as part of the overall plan set, as well as one (1) new sheet for the trail plan, profile and grading necessary to tie into the existing trail at approximately Station 29+00 and to reflect the divide line between the A+B bidding limits. For the cost estimate of the final PS&E package, we will provide different sections for both Construction Package A and B and combined overall cost. A single set of construction specifications will be prepared with any unique elements that may be associated solely with Construction Package B segregated as may be required. We anticipate that more coordination will be required with RCTC,

OCPW, County of San Bernardo, and other related parties to reach concurrence and to finalize a satisfactory Construction A+B bid package.

***Deliverables:*** Additional Project Trail Improvement Plans; Construction A+B Bid Package

**Task 2.11 – Bridge Type Selection Report – BNSF Vehicular Bridge**

The original Scope of Work includes a pedestrian bridge over the BNSF railroad comprised of a prefabricated bridge superstructure with a cast-in-place concrete substructure. This structure concept would allow pedestrian and bicyclists access across the bridge and would connect to the trail on the north and south side of the railroad. Michael Baker's Scope of Work of services included design of the substructure and coordination with vendor(s) for the prefabricated superstructure.

In a coordination meeting with BNSF representative(s) on 5/7/2019, BNSF stated that they would not approve an additional crossing of their right of way without closing the existing at-grade crossing currently used by the Green River Golf Course, citing safety as their primary concern. This affects the stakeholders that need access over the BNSF line, and in turn affects the type of bridge needed to cross it. Green River Golf course utilizes the at-grade crossing for their maintenance vehicles, equivalent to typical HL93 highway trucks. In addition, OCPW needs access for heavy construction loading equivalent to a CAT 657G Wheel Tractor-Scraper. As a result, this requires a new bridge concept and design.

As part of the Bridge Type Selection, different bridge types over the BNSF railway will be analyzed for design efficiency and cost effectiveness. Anticipated superstructure types include precast or steel spliced girders, or a through-girder type bridge. From those, BNSF and RCTC will select the preferred bridge option to move forward into the Type Selection Report and development of the General Plan sheet.

The Type Selection Report will include additional data to the original scoped Report. Preliminary calculations for the bridge superstructure, superstructure bridge layout based on the trail profile, vertical clearance checks and calculations of superstructure loads onto the substructure for coordination with the Geotechnical Engineer will be included. Additional cost estimates for the bridge superstructure elements will also be calculated. The final report will be submitted to RCTC and BSNF for review and approval.

Michael Baker anticipates two (2) rounds of review comments by BNSF, RCTC and County of San Bernardino and will address those in the final Type Selection Report.

***Deliverables:*** Bridge Type Selection Report

**Task 2.12 – Bridge Design Calculations – BNSF Vehicular Bridge**

The original Scope of Work included design of the bridge substructure, supporting a prefabricated superstructure, for two single span bridges. One bridge is proposed to cross over the BNSF right-of-way and the other bridge is proposed to cross Aliso Creek. With the proposed vehicular bridge now required over the BNSF right-of-way, a prefabricated bridge is no longer feasible at this location. In turn, a complete structural analysis and independent check of the entire bridge structure including the superstructure will be performed.

**Bridge Calculations:**

The calculations as part of the addition of the bridge superstructure design will utilize in-house structural analysis and design computer programs. Seismic calculations will follow Caltrans current seismic design criteria (and BNSF criteria for the railroad crossing). A bound set of design calculations for the bridge design will be prepared for the additional superstructure design



calculations and will be combined with the substructure design in a complete set in accordance with Caltrans and BNSF requirements. The anticipated superstructure types include precast or steel spliced girders, or a through-girder type bridge.

**Independent Design Check:**

The revised bridge type requires an independent bridge design check to be performed by a licensed civil engineer experienced in bridge design. The process will be similar to but independent of the initial design process. The independent check includes design calculations, review of bridge design details, review of bridge special provisions, and bridge quantity calculations for the full bridge superstructure and substructure.

Michael Baker will submit the design plans and calculations to BNSF, RCTC as well as County of San Bernardino for review. This BNSF vehicular bridge is within the jurisdiction of the County of San Bernardino. It is anticipated two (2) rounds of review comments will be received from BNSF, RCTC and County of San Bernardino. Michael Baker will address those comments in the final bridge design and calculations.

***Deliverables:*** Additional Calculations and Independent Design Check for Superstructure and Substructure for a Vehicular Bridge

**Task 2.13 – Bridge Plans, Specifications and Estimate – BNSF Vehicular Bridge**

The bridge plans will be prepared in accordance with Caltrans Design Documents typically used for highway bridge structures. The table below summarizes each of the plan sheets required for the BNSF vehicular bridge and whether the plan sheets require additional design effort, or are new plan sheets, due to inclusion of the required superstructure and larger substructure for the vehicular loading design.

BNSF Bridge Plans		
No. of Sheets	New or Additional work	Description
1	Additional	General Plan
1	Additional	Index to Plans
1	New	Deck Contours
1	Additional	Foundation Plan
2	Additional	Abutment Layout
3	Additional	Abutment Details
1	Additional	Typical Section
2	New	Girder Layout
3	New	Girder Details
1	New	Stay in Place Deck Details
1	New	Drainage Details
3	Additional	Ret Wall Sections/ Details
2	Additional	Approach Details
1	Additional	Miscellaneous Details
<b>21</b>		<b>Total</b>

Additional Caltrans Standard Special Provisions (SSPs) for superstructure elements will be included.

Additional quantity calculations and cost estimates will be prepared for the revised vehicular bridge type, including the superstructure.

**Assumptions and Exclusions:**

The following assumptions and clarifications were made for this amendment request:

1. No additional alignment revisions beyond those described herein will be required for either the preliminary engineering or final PS&E phases.
2. Based upon previous meetings with BNSF, it is assumed that BNSF will approve the abutment in their right of way. If the abutments cannot be placed within their right of way, a longer bridge will be required, which will have a detrimental impact on the bridge and trail design and would require additional budget.
3. Per review of the IS/MND, BB&K requested that the hydraulic analysis be conducted during the environmental phase instead of the PS&E phase. It is assumed that Task 2.7 from the original contract will be reallocated into Phase 1.
4. There are no anticipated utilities located on the bridge crossing at the BNSF location.
5. Erosion control plans are assumed to not be required. The project specifications will direct the contractor to hydroseed all disturbed slopes and will include the required seed mix.

**Task 2.16 – Plan Check Revisions / Approvals / Local Agency Permits**

The placement of the bridge over Aliso Canyon will encroach into the adjacent MWD 100-foot easement, Michael Baker would prepare and submit an application package for the encroachment permit from MWD. This task will include two (2) draft and one (1) final application package to MWD. One copy of each application would also be formally submitted to MWD and RCTC. It is assumed that two rounds of review comments will be received from MWD and RCTC.

Michael Baker has briefly discussed this option with MWD however, they must review the design plans to assess the impact to their 108" waterline within their easement. Conceptually, MWD has requested that the abutment be placed as far away from their waterline as possible. If MWD does not allow the abutment within their easement, the bridge length would be shortened to place the abutment into the floodplain, thus requiring Task 1.6 and 2.7. This task will include preparing additional exhibits as necessary to coordinate with MWD. Michael Baker will not begin the bridge design tasks until MWD has formally stated that they will accept the abutment within their easement.

***Deliverables:*** Encroachment Permit from MWD

**Task 2.18 – Railroad Permits / License Agreement Coordination**

Michael Baker will provide additional coordination with County of San Bernardino in regarding with the future maintenance agreement for the BNSF vehicular bridge, which is located within the jurisdiction boundary of County of San Bernardino. The additional effort includes preparing project exhibits, attending three (3) additional meetings with County of San Bernardino, and coordination with emails and phone calls to secure the maintenance agreement that will be prepared by the County of San Bernardino and RCTC.

Michael Baker will reach out to the CPUC local representative to confirm the requirements to decommission the existing at grade crossing and construct a new bridge over the BNSF tracks. Michael Baker will inquire if CPUC GO-88B applies to our project or if a separate application will need to be filed,

since the existing and proposed crossings are not at the same location. Michael Baker will assist RCTC and coordinate with BNSF to execute the easement and agreement.

**Deliverables:** Maintenance Agreement Coordination; CPUC and BNSF Coordination

## **Optional Task:**

### **Task O.1 – Separate Construction Package A and Construction Package B into Individual Bid Packages**

As described in task 2.10D, after the final Construction A+B design package has completed the bidding process, if the bids for Part B (BNSF bridge) are not acceptable from a budget standpoint RCTC may decide to only award the Construction Package A (north segment) for construction and will separately bid the Construction Package B (south segment) for future construction. This optional task O.1 is to divide the final PS&E package into two separate construction bid packages: Construction Package A (north segment) and Construction Package B (south segment). The design effort on task O.1 will include:

#### **Construction Package A – Trail Improvement on the north side of the railroad at approximately Sta 29+00:**

- Title Sheet - Update to include the north segment of the trail improvement only
- Sheet Index – Update to include the north segment of the trail improvement only
- General/Construction Notes Sheet – Update to include the north segment of the trail improvement only
- Typical Sections Sheets - Update to include the north segment of the trail improvement only
- Horizontal Control sheets - Update to include the north segment of the trail improvement only
- Trail Plan & Profile sheets – Update to include the one (1) new sheet completed as part of Task 2.10D for the trail plan, profile and grading necessary to tie into the existing trail at approximately Station 29+00. **Note: the maintenance truck route from the GRGC maintenance yard to the West Access Road will be part of Construction Package B.**
- Drainage sheets - Update to include the north segment of the trail improvement only
- Construction Details sheets – Update to include the north segment of the trail improvement only
- Signing and Striping sheets – Update to include the north segment of the trail improvement only
- Bridge plan for Aliso Canyon pedestrian bridge – place all bridge plans in Construction Package A
- Renumber and re-cross reference all the sheets if required
- Specifications – Update to include the north segment of the trail improvement only and the Aliso Canyon pedestrian bridge
- Cost Estimate – Update to include the north segment of the trail improvement only and the Aliso Canyon pedestrian bridge

#### **Construction Package B – Trail Improvement on the south side of the railroad and BNSF Vehicular Bridge:**

Since the Construction Package B will be a standalone package for separate bidding additional or revised plan sheets will be required as follows:

- Title Sheet –Revise the established plan sheet from the original plan set to prepare ONE (1) new sheet for Construction Package B
- Sheet Index – Revise the established plan sheet from the original plan set to prepare ONE (1) new sheet for new Construction Package B
- General/Construction Notes sheet – Revise the established plan sheet from the original plan set to prepare ONE (1) new sheet for Construction Package B
- Typical Sections Sheets – Revise the established plan sheet from the original plan set to prepare ONE (1) new sheet for Construction Package B

- Horizontal Control sheets - Revise the established plan sheet from the original plan set to prepare ONE (1) new sheet for Construction Package B
- Trail Plan & Profile sheets – Update to include the south segment of the trail improvement only; Revise the sheets and add one (1) new sheet for the trail plan, profile and grading necessary to tie into the location where the trail alignment on Construction Package A terminated at approximately Station 29+00
- Drainage sheets - Update to include the south segment of the trail improvement only
- Construction Details sheets – Update to include the south segment of the trail improvement only
- Signing and Striping sheets – Update to include the south segment of the trail improvement only
- Bridge plans for BNSF Vehicular bridge – place all bridge plans in Construction Package B
- Renumber and re-cross reference all the sheets as required
- Specifications – Recompile the new specification documents to include the south segment of the trail improvement only and the BNSF vehicular bridge
- Cost Estimate – Update to include the south segment of the trail improvement only and the BNSF vehicular bridge

It is assumed that separate permitting for a standalone Construction Package B will not be required as all permits would be obtained for the entire project as part of the original scope.

**Deliverables:** Construction Package A; Construction Package B

### **Phase 3 – Bidding and Construction Support Services**

Bidding and Construction Support Services were included in the original contract. During the Phase 1 Environmental Document and Preliminary Engineering Services phase, the budget for Phase 3 was reallocated to Phase 1 for additional required effort as described in Budget Reallocation Requests #1, #3, and #5. As a result, there is a need to re-establish a budget for the Construction Support Services.

In this amendment, RCTC agreed that Michal Baker will request the same scope and budget as described on the original contract for Phase 3 for the Bidding and Construction Support Services. In lieu of repeating the same scope of work, which can be referred from the original contract document, the list of sub tasks includes:

**Task 3.1 – Pre-Bid and Pre-Construction Meetings**

**Task 3.2 – Construction Bidding Phase Support**

**Task 3.3 – Bid Schedule Preparation**

**Task 3.4 – Addendum Preparation Assistance**

**Task 3.5 – Field Meetings (8)**

**Task 3.6 – Field Support Services**

**Task 3.7 – Shop Drawing Review**

**Task 3.8 – Plan Revision and Modifications**

**Task 3.9 – Record Drawings**

Exhibit "B"  
Riverside County Transportation Commission  
Santa Ana River Trail Phase 6 (Green River Golf Course)  
Cost Proposal (Amendment #7) - 11/08/20

Task	Sub-Task	Description	Michael Baker																		Sub-Total Michael Baker	Subconsultant (Applied Earthworks)	Subconsultant (Diaz Yourman Associates)	TOTAL HOURS	TOTAL FEE			
			Senior Principal		Senior Project Manager		Structural Engineer		Technical Manager / Environmental Manager		Senior Engineer / Senior Planner		Project Engineer / Landscape Architect		Designer / Planner		Assistant Engineer / Planner		2-Person Survey Crew									
			\$104.09	Avg Raw Rate	\$80.50	Avg Raw Rate	\$80.50	Avg Raw Rate	\$69.65	Avg Raw Rate	\$60.35	Avg Raw Rate	\$52.84	Avg Raw Rate	\$46.08	Avg Raw Rate	\$35.58	Avg Raw Rate	\$84.63	Avg Raw Rate								
			\$46.31	Fringe (44.49%)	\$35.81	Fringe (44.49%)	\$35.81	Fringe (44.49%)	\$30.99	Fringe (44.49%)	\$26.85	Fringe (44.49%)	\$23.51	Fringe (44.49%)	\$20.50	Fringe (44.49%)	\$15.83	Fringe (44.49%)	\$37.65	Fringe (44.49%)								
			\$100.92	OH (96.95%)	\$78.04	OH (96.95%)	\$78.04	OH (96.95%)	\$67.53	OH (96.95%)	\$58.51	OH (96.95%)	\$51.23	OH (96.95%)	\$44.67	OH (96.95%)	\$34.49	OH (96.95%)	\$82.05	OH (96.95%)								
			\$251.32	per hour	\$194.35	per hour	\$194.35	per hour	\$168.17	per hour	\$145.71	per hour	\$127.58	per hour	\$111.25	per hour	\$85.90	per hour	\$204.33	per hour								
Task	Sub-Task	Description	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	Fee	Hours	Fee	Hours	Fee		
PHASE 1 - FINAL ENVIRONMENTAL DOCUMENT AND PRELIMINARY ENGINEERING SERVICES																												
1.2		Project Meetings		\$0	30	\$5,831	0	\$0		\$0	20	\$2,914	0	\$0	0	\$0	0	\$0	0	\$0	50	\$8,745	0	\$0	0	\$0	50	\$8,745
1.3		Project Management and Coordination	0	\$0	110	\$21,379	0	\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	110	\$21,379	0	\$0	0	\$0	110	\$21,379
1.4		Preliminary Geometric Alternatives																										
	A.	Trail Realignment for SAWPA Brine Line	0	\$0	0	\$0	0	\$0	0	\$0	40	\$5,828	0	\$0		\$0	0	\$0	0	\$0	40	\$5,828	0	\$0	0	\$0	40	\$5,828
	B.	Aliso Canyon Bridge Realignment	0	\$0	12	\$2,332	0	\$0		\$0	50	\$7,285	0	\$0		\$0	32	\$2,749	0	\$0	94	\$12,366	0	\$0	0	\$0	94	\$12,366
	C.	Lower Aliso Canyon Trail Connection	0	\$0	5	\$972	0	\$0		\$0	30	\$4,371	0	\$0	12	\$1,335	0	\$0	0	\$0	47	\$6,678	0	\$0	0	\$0	47	\$6,678
1.5		Draft and Final Environmental Document																										
	A.	Trail Realignment for SAWPA Brine Line	0	\$0	8	\$1,555	0	\$0		\$0	5	\$729	0	\$0	30	\$3,338		\$0	0	\$0	43	\$5,621	0	\$0	0	\$0	43	\$5,621
	B.	Cultural Resources Assessment - Built Environment Resources	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	24	\$1,892	0	\$0	24	\$1,892
	C.	Aliso Canyon Bridge Realignment	0	\$0	6	\$1,166	0	\$0		\$0	10	\$1,457	0	\$0	20	\$2,225	0	\$0	0	\$0	36	\$4,848	0	\$0	0	\$0	36	\$4,848
	D.	Lower Aliso Canyon Trail Connection	0	\$0	8	\$1,555	0	\$0		\$0	12	\$1,749	0	\$0	20	\$2,225		\$0	0	\$0	40	\$5,528	0	\$0	0	\$0	40	\$5,528
	E.	Habitat Assessment & Jurisdictional Delineation	0	\$0	6	\$1,166	0	\$0		\$0	28	\$4,080		\$0	80	\$8,900		\$0	0	\$0	114	\$14,146	0	\$0		\$0	114	\$14,146
	F.	Joint Project Review Application Processing	0	\$0	4	\$777	0	\$0		\$0	16	\$2,331		\$0	40	\$4,450		\$0	0	\$0	60	\$7,559	0	\$0	0	\$0	60	\$7,559
	G.	Admin Draft IS/MND - Remove Alternative 2	0	\$0	8	\$1,555	0	\$0		\$0	12	\$1,749		\$0	32	\$3,560		\$0	0	\$0	52	\$6,863					52	\$6,863
1.6		DBESP (In Lieu of HMMP)	0	\$0		\$0	0	\$0		\$0		\$0		\$0		\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
1.7		Geotechnical Investigation - Scour Analysis	0	\$0		\$0	0	\$0	0	\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0			20	\$3,931	20	\$3,931
		Sub-Total	0	\$0	197	\$38,288	0	\$0	0	\$0	223	\$32,493	0	\$0	234	\$26,034	32	\$2,749	0	\$0	686	\$99,563	24	\$1,892	20	\$3,931	730	\$105,386
		Fee (10%)		\$0		\$3,829		\$0		\$0		\$3,249		\$0		\$2,603		\$275		\$0		\$9,956						\$9,956
		Total		\$0		\$42,117		\$0		\$0		\$35,742		\$0		\$28,637		\$3,024		\$0		\$109,520						\$115,343
PHASE 2 - PS&E SERVICES																												
2.1		Project Meetings	0	\$0	16	\$3,110	0	\$0		\$0	16	\$2,331	0	\$0	0	\$0	0	\$0	0	\$0	32	\$5,441	0	\$0	0	\$0	32	\$5,441
2.2		Project Management and Coordination	0	\$0	240	\$46,645	0	\$0		\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	240	\$46,645	0	\$0	0	\$0	240	\$46,645
2.3		Topographic Field Survey and Control	0	\$0		\$0	0	\$0	4	\$673	12	\$1,749		\$0	0	\$0	0	\$0	20	\$4,087	36	\$6,508	0	\$0	0	\$0	36	\$6,508
2.4		Right-of-Way Mapping	0	\$0		\$0	0	\$0	16	\$2,691	50	\$7,285	110	\$14,034	0	\$0	0	\$0	20	\$4,087	196	\$28,097	0	\$0	0	\$0	196	\$28,097
2.5		Legal Description and Exhibit	0	\$0	0	\$0	0	\$0	16	\$2,691	40	\$5,828	88	\$11,227	0	\$0	0	\$0	0	\$0	144	\$19,746	0		0		144	\$19,746
2.7		Hydrology and Hydraulics Report - Scour Analysis	0	\$0	10	\$1,944	0	\$0	32	\$5,382	80	\$11,657	0	\$0	110	\$12,238	170	\$14,603	0	\$0	402	\$45,823	0	\$0	0	\$0	402	\$45,823
2.10		Trail improvement Plans																										
	A.	Extend Project Limits	0	\$0	12	\$2,332	0	\$0	0	\$0	30	\$4,371	50	\$6,379	120	\$13,351		\$0	0	\$0	212	\$26,433	0	\$0	0	\$0	212	\$26,433
	B.	Green River Golf Course Parking Lot Improvements	0	\$0	32	\$6,219	0	\$0	0	\$0	80	\$11,657	120	\$15,310	250	\$27,814	0	\$0	0	\$0	482	\$61,000	0	\$0	0	\$0	482	\$61,000
	C.	Lower Aliso Canyon Trail Connection	0	\$0	8	\$1,555	0	\$0	0	\$0	36	\$5,246		\$0	100	\$11,125	0	\$0	0	\$0	144	\$17,926	0	\$0	0	\$0	144	\$17,926
	D.	Construction A+B Bid Package	0	\$0	24	\$4,664	12	\$2,332	0	\$0	40	\$5,828		\$0	100	\$11,125	0	\$0	0	\$0	176	\$23,951	0	\$0	0	\$0	176	\$23,951
2.11		Bridge Type Selection Report - BNSF Vehicular Bridge	8	\$2,011	20	\$3,887	30	\$5,831		\$0	90	\$13,114	40	\$5,103	80	\$8,900					268	\$38,846	0	\$0	0	\$0	268	\$38,846
2.12		Bridge Design Calculations - BNSF Vehicular Bridge	40	\$10,053	40	\$7,774	210	\$40,814	200	\$33,635	100	\$14,571	140	\$17,861	0	\$0					730	\$124,708	0	\$0	0	\$0	730	\$124,708
2.13		Bridge Plans, Specifications and Estimate - BNSF Vehicular Bridge	10	\$2,513	40	\$7,774	80	\$15,548	100	\$16,817	0	\$0	110	\$14,034	550	\$61,190	0	\$0			890	\$117,877	0	\$0	0	\$0	890	\$117,877
2.16		Plan Check Revisions / Approvals / Local Agency Permits	0	\$0	8	\$1,555	0	\$0	16	\$2,691	30	\$4,371	0	\$0		\$0	0	\$0	0	\$0	54	\$8,617	0	\$0	0	\$0	54	\$8,617
2.18		Railroad Permits / License Agreement Coordination	0	\$0	6	\$1,166	0	\$0		\$0		\$0	50	\$6,379		\$0	0	\$0	0	\$0	56	\$7,545			0	\$0	56	\$7,545
		Sub-Total	58	\$14,577	456	\$88,625	332	\$64,526	384	\$64,578	604	\$88,008	708	\$90,328														

Exhibit "B"  
Riverside County Transportation Commission  
Santa Ana River Trail Phase 6 (Green River Golf Course)  
Cost Proposal (Amendment #7) - 11/08/20

Michael Baker																				Sub-Total Michael Baker	Subconsultant (Applied Earthworks)	Subconsultant (Diaz Yourman Associates)	TOTAL HOURS	TOTAL FEE					
		Senior Principal		Senior Project Manager		Structural Engineer		Technical Manager / Environmental Manager		Senior Engineer / Senior Planner		Project Engineer / Landscape Architect		Designer / Planner		Assistant Engineer / Planner		2-Person Survey Crew											
		\$104.09	Avg Raw Rate	\$80.50	Avg Raw Rate	\$80.50	Avg Raw Rate	\$69.65	Avg Raw Rate	\$60.35	Avg Raw Rate	\$52.84	Avg Raw Rate	\$46.08	Avg Raw Rate	\$35.58	Avg Raw Rate	\$84.63	Avg Raw Rate										
		\$46.31	Fringe (44.49%)	\$35.81	Fringe (44.49%)	\$35.81	Fringe (44.49%)	\$30.99	Fringe (44.49%)	\$26.85	Fringe (44.49%)	\$23.51	Fringe (44.49%)	\$20.50	Fringe (44.49%)	\$15.83	Fringe (44.49%)	\$37.65	Fringe (44.49%)										
		\$100.92	OH (96.95%)	\$78.04	OH (96.95%)	\$78.04	OH (96.95%)	\$67.53	OH (96.95%)	\$58.51	OH (96.95%)	\$51.23	OH (96.95%)	\$44.67	OH (96.95%)	\$34.49	OH (96.95%)	\$82.05	OH (96.95%)										
		\$251.32	per hour	\$194.35	per hour	\$194.35	per hour	\$168.17	per hour	\$145.71	per hour	\$127.58	per hour	\$111.25	per hour	\$85.90	per hour	\$204.33	per hour										
Task	Sub-Task	Description		Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	\$	Hours	Fee	Hours	Fee	Hours	Fee				
3.8		Plan Revision and Modifications		0	\$0	1	\$194	4	\$777		\$0	28	\$4,080	60	\$7,655	0	\$0	0	\$0	0	\$0	93	\$12,707	0		93	\$12,707		
3.9		Record Drawings		0	\$0	4	\$777		\$0		\$0		\$0	50	\$6,379		\$0		\$0	0	\$0	54	\$7,157	0	\$0	54	\$7,157		
		Sub-Total		5	\$1,257	45	\$8,746	56	\$10,884	0	\$0	160	\$23,313	198	\$25,261	40	\$4,450	0	\$0	0	\$0	504	\$73,911	0	\$0	25	\$3,125	529	\$77,036
		Fee (10%)			\$126		\$875		\$1,088		\$0		\$2,331		\$2,526		\$445		\$0		\$0		\$7,391				\$7,391		
		Total			\$1,382		\$9,621		\$11,972		\$0		\$25,645		\$27,787		\$4,895		\$0		\$0		\$81,302				\$84,427		
SUB-TOTAL HOURS / FEES				58	\$16,034	653	\$139,604	332	\$70,978	384	\$71,036	827	\$132,551	708	\$99,361	1,544	\$188,955	202	\$19,087	40	\$8,990	4,748	\$827,900	24	\$1,892	20	\$7,056	4,792	\$836,848
Reimbursables																										\$1,000			
TOTAL HOURS / FEE (WITHOUT OPTIONAL TASK)																										4,792	\$837,848		
																						WITH OPTIONAL TASK - O.1:		5,039	\$874,626				



[illegible]





# **AGENDA ITEM 9**



<b><i>RIVERSIDE COUNTY TRANSPORTATION COMMISSION</i></b>	
<b>DATE:</b>	November 23, 2020
<b>TO:</b>	Western Riverside County Programs and Projects Committee
<b>FROM:</b>	Jillian Guizado, Planning and Programming Manager
<b>THROUGH:</b>	Lorelle Moe-Luna, Multimodal Services Director
<b>SUBJECT:</b>	City of Riverside Funding Request for Third Street Grade Separation Project

**STAFF RECOMMENDATION:**

This item is for the Committee to:

- 1) Approve programming \$18,000,000 of Congestion Mitigation and Air Quality (CMAQ) funds for the city of Riverside's (City) Third Street Grade Separation project;
- 2) Approve Agreement No. 20-72-027-00 between the Commission and the City for the programming of \$18,000,000 of CMAQ for either the right of way or construction phase of the Third Street Grade Separation project; and
- 3) Forward to the Commission for final action.

**BACKGROUND INFORMATION:**

The Commission's 2017 Companion Study to the 2012 Grade Separation Priority Update Study identifies three priority grade separations on critical urban freight corridors: McKinley Road (Corona), Jurupa Road (Jurupa Valley), and Third Street (Riverside). Both the McKinley Road and Jurupa Road grade separations received major funding from Senate Bill 132, passed in conjunction with Senate Bill 1 in 2017. The Third Street at-grade crossing, located between Vine Street and Park Avenue, remains a regional priority to be grade separated and needs funding to advance to construction.

The current Third Street at-grade crossing serves 106 freight trains and 22 passenger rail trains daily, resulting in delays in the supply chain, greenhouse gas emissions, traffic congestion, and public safety hazards and delays. Notably, grade separating this crossing will reduce barriers for pedestrians residing in seven disadvantaged communities that exist within a half-mile. Approximately 230 pedestrians and bicyclists cross this at-grade crossing daily. Emergency responders are delayed an average of 2.5 to 3.5 minutes each time they attempt to respond to calls on the other side of the railroad tracks.

In April 2017, the Riverside City Council approved Third Street as the City's top priority grade separation project. Since then, the City has advanced the project through the environmental phase using Transportation Uniform Mitigation Fee (TUMF) Zone funds with National

Environmental Policy Act clearance anticipated in February 2021. The City is now ready to proceed with final design and right of way acquisition.

**DISCUSSION:**

The project delivery schedule anticipates completing final design and right of way acquisition by December 2022. Construction is anticipated to take 18 months starting July 2023 and ending in December 2024. The total project cost is \$55.5 million, and the project has a \$34 million funding gap.

In March 2020, the City came to staff requesting financial assistance to deliver this high priority grade separation project. While CMAQ funds are an ideal fund source for grade separation projects as they both reduce congestion and improve air quality, federal formula funds should be programmed judiciously. To close the project's funding gap and avoid the need to use CMAQ funds on the right of way phase, the City submitted an application to the California Transportation Commission (CTC) on August 3, 2020 for Trade Corridor Enhancement Program (TCEP) funds from Senate Bill 1. The outcome of that grant application is anticipated to be announced on November 12, 2020.

In November 2020, the City submitted a letter (Attachment 2) to the Commission regarding its pursuit of TCEP funding and requested the programming of CMAQ funds. If the CTC does not grant TCEP funding to the City, staff recommends that \$18 million of CMAQ funds be allocated to the project and programmed to advance the project through the right of way phase. Additionally, staff recommends approval of an agreement between the Commission and the City for the programming of the CMAQ funds for either the right of way or construction phase of the Third Street Grade Separation project.

If the CTC does grant TCEP funding to the City, staff recommends the CMAQ funds be used in the construction phase. The City's intent, regardless of whether the project receives TCEP funding in the current funding cycle, is to pursue TCEP funding for construction in the next funding cycle, anticipated to be in 2022. If the City is successful obtaining other fund sources for the construction phase, the CMAQ funds will be reduced or eliminated commensurately.

There is no financial impact to the Commission for this item as CMAQ funds are reimbursed directly through Caltrans.

**Attachments:**

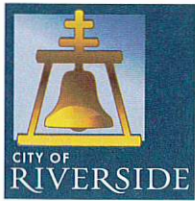
- 1) Project Location Map
- 2) November 10, 2020 Letter from City of Riverside

Third Street Grade Separation

PROJECT LOCATION MAP







Public Works  
Department

*City of Arts & Innovation*

November 10, 2020

Ms. Jillian Guizado  
Planning and Programming Manager  
Riverside County Transportation Commission  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

**Subject: Third Street Grade Separation Project, CMAQ Funds Programming**

Dear Ms. Guizado,

In April 2017, the City Council approved and designated the Third Street crossing at the Burlington Northern Santa Fe (BNSF) as the top priority grade separation in the City. The crossing serves 106 freight and 22 passenger trains daily, resulting in four and one-half hours of vehicle delays and high levels of pollutants due to excessive vehicle idling. The extreme delays impact motorists, pedestrians, bicyclists, and commercial trucking operations impacting the quality of life of local residents and businesses. Further, localized emissions and pollutants carried inland to the Riverside air basin from coastal communities, contribute to severe air quality concerns for communities near this at-grade crossing. Notably, air quality at the Third Street crossing measured in Ozone concentration is worse than 94.7% of Californian communities, with the overall pollutant burden ranked in the 99<sup>th</sup> percentile statewide.

The estimated total project cost for the Third Street grade separation is \$55.5 million. Currently, the project has a \$34 million funding shortfall. To close the funding gap the City is requesting RCTC to program \$18 million in Congestion Mitigation and Air Quality (CMAQ) funding to be utilized towards the right-of-way phase and/or the construction phase of the project, as explained below.

On August 3, 2020, the City submitted a \$16.1 million Trade Corridor Enhancement Program (TCEP) grant application to the California Transportation Commission to reduce the funding gap for the right-of-way phase of the project. The TCEP grant application results are due to be published on November 12, 2020.

If the City's TCEP grant application is not successful, the allocation of the CMAQ funds will enable the City to complete the right-of-way phase of the project and make the project shovel ready, thereby significantly improving the City's chances of obtaining future grant funding for the construction phase of the project.



If the City's TCEP grant application is successful, the CMAQ funds can be used for the construction phase of the project. The City's intent, regardless of whether the project receives TCEP funding in the current funding cycle, is to pursue TCEP funding for construction in the next funding cycle, anticipated to be in 2022. If the City is successful in obtaining other funding sources for the construction phase, the CMAQ funds will be reduced or eliminated commensurately.

The Project Approval and Environmental Documents (PA&ED) phase of the project began in January 2019 and is expected to be complete by February 2021. The City anticipates completing the Plans, Specifications, and Estimates (PS&E) phase and the right-of-way phase of the project by December 2022. Construction is anticipated to begin in July 2023, and last approximately 18-months.

Thank you for your consideration. If you have any questions please contact me at 951-826-5515.

Sincerely,



Farshid Mohammadi, Ph.D., P.E.  
Engineering Manager