

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF JURUPA VALLEY AND CITY OF RIVERSIDE

FOR

MARKET STREET BRIDGE IMPROVEMENTS AT SANTA ANA RIVER

This Agreement is entered into this _____ day of _____, 2016, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley, (hereinafter "JURUPA") and the City of Riverside (hereinafter "RIVERSIDE") for the development and implementation of a project (PROJECT) to replace the existing Market Street Bridge (Br.No.56C0024) over Santa Ana River and to reconstruct the approach roadways connecting to the new bridge located within the jurisdictional boundaries of both JURUPA and RIVERSIDE. JURUPA and RIVERSIDE collectively are sometimes hereinafter referred to as "CITIES". The COUNTY, JURUPA and RIVERSIDE are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. Market Street Bridge serves as a major link across the Santa Ana River for the residential and commercial communities in the northwestern Riverside County in the neighboring Cities of Jurupa Valley and Riverside. Market Street, designated as an Arterial Highway in the Riverside County General Plan, serves as part of an alternate local route connecting Interstate 10 and State Route 60.
- B. The existing 2-lane bridge, which was constructed in 1953 and retrofitted for seismic safety in 2001, is on the federal Eligible Bridge List (EBL). It qualifies to receive federal Highway Bridge Program (HBP) funds for total replacement with a new 4-lane bridge since it is designated as Structurally Deficient (SD) and Functionally Obsolete (FO) with a current Sufficiency Rating (SR) of 45.1. The structure is considered functionally obsolete due to its narrow width relative to the approach roadways and the lack of standard shoulders. The current Annual Average Daily Traffic (AADT) of 17,821 vehicles is considered high for a two lane roadway.
- C. The existing bridge deck is constructed on two steel plate girders over 12 spans with a total length of 1195 ft. It is further supported on reinforced concrete pier walls founded on driven concrete piles. Having only two

1 girders as primary load carrying members and not having an alternate load path, the structure is classified as
2 Fracture Critical. The recent Fracture Critical inspections conducted by the State engineers have detected
3 numerous cracked welds in the transverse stiffener to top flange connections in most of the spans supported
4 on welded plate girders. Some of these cracks have been observed progressing in successive inspections.
5 The cracks on primary load carrying members such as these welded steel plate girders with non-redundant
6 load paths are serious structural problems as failure of one of the main members could lead to the collapse of
7 an entire span or multiple spans. The existing Market Street Bridge receives a "Fracture Critical" Bridge
8 Inspection every two years in addition to the biennial routine bridge inspections in order to monitor its
9 structural condition.

10 D. The PROJECT proposes to replace the existing 2-lane bridge with a new state of the art 4-lane bridge and
11 reconstruct the connecting approach roadways to mitigate the geometric and the structural deficiencies stated
12 above. Since the PROJECT is funded with HBP Funds, it must conform to the processes and procedures of
13 the Caltrans Office of Local Programs.

14 E. Prior to the incorporation of the newly formed City of Jurupa Valley, the Market Street Bridge was located on
15 the border between the COUNTY and the City of Riverside with the COUNTY being responsible for the
16 maintenance of the bridge. The existing bridge with the exception of its east approach roads and the east
17 abutment appurtenances such as wing walls and the metal beam guardrails was located in the
18 unincorporated COUNTY area. It is now in the City of Jurupa Valley.

19 F. Since the bridge is essentially located within the City of Jurupa Valley, JURUPA is the implementing agency
20 responsible for sponsoring and funding the PROJECT. RIVERSIDE desires to cooperate, coordinate, and
21 participate in funding the required local match for the respective portion of the PROJECT in RIVERSIDE's
22 jurisdictional borders.

23 G. Public agencies may jointly exercise any power common to them pursuant to Government Code section 6502
24 and Code of Civil Procedure section 1240.140(b). California Government Code section 6502 provides that
25 "[if] authorized by their legislative or governing bodies, two or more public agencies by agreement may jointly
26 exercise any power common to the contracting parties". California Code of Civil Procedure section
27 1240.140(b) provides that "[t]wo or more public agencies may enter into an agreement for the joint exercise of
28 their respective powers of eminent domain, whether or not processed in common, for acquisition of property
29 as a single parcel". The COUNTY and the CITIES are public agencies within the meaning of Government

1 Code section 6500 *et seq.* and possess the common power to acquire real property and construct facilities
2 thereon for street and highway purposes.

3 H. The COUNTY and the CITIES desire to designate the COUNTY as the agency responsible to perform right-
4 of-way activities and to acquire the necessary real property interests for the PROJECT, including eminent
5 domain, if necessary, on behalf of CITIES, in accordance with applicable law, including Government Code
6 section 7260 *et seq.* and the Eminent Domain Law, Code of Civil Procedure section 1230.010 *et seq.*

7 I. In accordance with the California Environmental Quality Act (CEQA), JURUPA will be the Lead Agency to
8 consider and approve any and all environmental documents required by CEQA.

9 J. RIVERSIDE will be a Responsible Agency to consider and approve any and all environmental documents
10 required by CEQA as it pertains to the portions of the PROJECT located within RIVERSIDE's jurisdictional
11 boundaries.

12 K. Although the PROJECT is located within the jurisdictional boundaries of the CITIES, the PARTIES desire to
13 designate the COUNTY as the Agency responsible for the overall development and implementation of the
14 PROJECT since COUNTY has extensive experience in the development and implementation of large bridge
15 projects involving Federal and State agencies. COUNTY will therefore provide the administrative, technical,
16 managerial, and support services necessary for the development of the PROJECT.

17 L. In accordance with the National Environmental Protection Act (NEPA), Federal Highway Administration
18 (FHWA) is the Lead Agency for the NEPA document. In the State of California, FHWA delegates this
19 responsibility to the State Department of Transportation (Caltrans). So, Caltrans will act as the Lead Agency
20 for the NEPA document on behalf of FHWA.

21 M. COUNTY issued a request for proposals and selected Dokken Engineering to provide the necessary
22 environmental and engineering services for developing the PROJECT.

23 N. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY,
24 JURUPA, and RIVERSIDE with respect to each PARTY's roles and responsibilities for the PROJECT.

25
26 **AGREEMENT**

27 NOW THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereto agree as
28 follows:

1 **SECTION 1 • COUNTY shall:**

- 2 1. Act on behalf of the CITIES as the Agency responsible for the overall development and implementation of the
3 PROJECT. All services are dependent on the continued availability of the federal HBP funds and CITIES
4 identifying and obtaining any additional matching funds from regional and/or local funding sources for each
5 phase of the PROJECT. COUNTY is providing services on a reimbursable basis and has absolutely no
6 obligation with regard to COUNTY funding for any portion of the PROJECT except as noted otherwise
7 elsewhere in this Agreement.
- 8 2. Work with the CITIES to identify the required matching funds from potentially eligible regional programs
9 and/or other local sources to fully fund all PROJECT phases. These would include the planning and
10 environmental documentation (PA/ED) phase, the final design, i.e., Plans, Specifications, and Estimate
11 (PS&E) phase including right of way acquisition, and the bidding and construction phase.
- 12 3. Work with the CITIES to have funding authorized from the approved Federal HBP funds and secure the local
13 matching funds including regional sources prior to initiating each phase of the PROJECT.
- 14 4. Agree that the County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the
15 City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching
16 funds for the PA/ED and PS&E phases including right of way acquisition activities until said funds are
17 exhausted.
- 18 5. Retain a consultant to prepare the PA/ED documents, manage and oversee the work of the consultant, and
19 work with the regulatory agencies to review, circulate, and approve the environmental document. Obtain the
20 necessary construction permits from the regulatory agencies.
- 21 6. Retain a consultant to prepare the plans, specifications, and estimates (PS&E) for final design of the
22 PROJECT.
- 23 7. Perform right-of-way activities required to acquire the necessary real property interests for the PROJECT
24 including appraisals, acquisition, relocation and condemnation, if necessary, in accordance with applicable
25 law, including Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.*
- 26 8. Identify utility conflicts and design for and coordinate relocations for the PROJECT, if necessary.
- 27 9. Deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-way
28 manuals, procedures, and guidelines, free and clear of all encumbrances detrimental to the CITIES' present
29 and future uses not later than the date of acceptance by the CITIES of maintenance and operation of the

1 PROJECT. Acceptance of said title by the CITIES is subject to a review of a Policy of Title Insurance in the
2 CITIES' name to be provided by the COUNTY.

3 10. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the
4 authority of California Government Code section 6502 and California Code of Civil Procedure section
5 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as agency responsible
6 for land acquisition services, including acquisition by eminent domain, if necessary, of real properties located
7 within the CITIES' jurisdiction that are necessary for the Project. The Resolution shall provide that the
8 COUNTY shall exercise the CITIES' power of eminent domain in accordance with Government Code section
9 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly, the adoption by the
10 COUNTY of any resolution of necessity would require that the COUNTY's governing body, in its sole and
11 exclusive discretion, make the findings required by Code of Civil Procedure section 1245.230.

12 11. Prepare certain right-of-way documents in compliance with all applicable State and Federal laws and
13 regulations. Documents to be prepared by the COUNTY include but are not limited to Legal Descriptions,
14 Plats, Right-of-way Maps and Appraisals.

15 12. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance
16 with the Local Agency Public Construction Code, the California Labor Code, State requirements, Federal
17 requirements, and in accordance with the encroachment permits issued by CITIES.

18 13. Submit invoices to State and the CITIES periodically, but not more frequent than monthly, for reimbursement
19 of PROJECT costs.

20
21 **SECTION 2 • JURUPA shall:**

22 1. In accordance with the California Environmental Quality Act (CEQA), act as the Lead Agency to consider and
23 approve all environmental documents required under CEQA.

24 2. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the
25 authority of California Government Code section 6502 and California Code of Civil Procedure section
26 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as the agency
27 responsible for land acquisition services, including acquisition by eminent domain, if necessary, of real
28 properties located within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall
29 provide that the CITY shall grant to the COUNTY, the CITY's power of eminent domain to acquire the

1 necessary real property interests and of rights of way located within the CITY's jurisdiction in connection with
2 the PROJECT and that the COUNTY shall exercise the CITY's power of eminent domain in accordance with
3 Government Code section 7260 *et seq.* and Code of Civil Procedure section 1230.010 *et seq.* Accordingly,
4 the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing
5 body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section
6 1245.230. The CITY agrees to cooperate with the COUNTY in the COUNTY's exercise of the CITY's power
7 of eminent domain.

8 3. Work collaboratively with COUNTY and RIVERSIDE to identify local matching funds including potentially
9 eligible regional programs and/or other local sources to fully fund the PROJECT.

10 4. Agree that the County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the
11 City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching
12 funds for the PA/ED and PS&E phases including right of way acquisition activities until said funds are
13 exhausted.

14
15 5. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
16 contractor, an encroachment permit authorizing entry onto JURUPA's right-of-way to perform all surveys and
17 other field activities required for preparation of conceptual planning studies in support of environmental
18 document and construction permits, and subsequently upon authorization of the funding, for PS&E, right of
19 way acquisition, and construction of the PROJECT.

20 6. Provide a representative to coordinate and cooperate with the COUNTY's Project Manager during the
21 development and the construction of PROJECT, to provide prompt reviews and approvals, as appropriate, of
22 submittals by the COUNTY, and to verify facilities are constructed as required by this Agreement.

23 7. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.
24

25 **SECTION 3 • RIVERSIDE shall:**

26 1. In accordance with the California Environmental Quality Act (CEQA), act as a Responsible Agency to
27 consider and approve all environmental documents required under CEQA as pertinent to the portions of the
28 PROJECT located within the jurisdictional boundaries of RIVERSIDE.

29 2. Agree to work towards passing a Resolution to jointly exercise the powers of eminent domain pursuant to the

1 authority of California Government Code section 6502 and California Code of Civil Procedure section
2 1240.140, and to thereby agree and accept that authorization for the COUNTY to act as the agency
3 responsible for land acquisition services, including acquisition by eminent domain, if necessary, of real
4 properties located within the CITY's jurisdiction that are necessary for the PROJECT. The Resolution shall
5 provide that the CITY shall grant to the COUNTY, the RIVERSIDE's power of eminent domain to acquire the
6 necessary real property interests and of rights of way located within the CITY's jurisdiction in connection with
7 the PROJECT and that the COUNTY shall exercise the CITY's power of eminent domain in accordance with
8 Government Code section 7260 et seq. and Code of Civil Procedure section 1230.010 et seq. Accordingly,
9 the adoption by the COUNTY of any resolution of necessity would require that the COUNTY's governing
10 body, in its sole and exclusive discretion, make the findings required by Code of Civil Procedure section
11 1245.230. The CITY agrees to cooperate with the COUNTY in the COUNTY's exercise of the CITY's power
12 of eminent domain.

- 13 3. Work collaboratively with COUNTY and JURUPA to identify local matching funds including potentially eligible
14 regional programs and/or other local sources to fully fund the required local match for the respective portion of
15 the PROJECT in RIVERSIDE's jurisdictional borders.
- 16 4. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
17 contractor, an encroachment permit authorizing entry onto RIVERSIDE's right-of-way to perform all surveys
18 and other field activities required for preparation of conceptual planning studies in support of environmental
19 document and construction permits, and subsequently upon authorization of the funding, for PS&E, right of
20 way acquisition, and construction of the PROJECT.
- 21 5. Provide a representative to coordinate and cooperate with the COUNTY's Project Manager during the
22 development and the construction of PROJECT, to provide prompt reviews and approvals, as appropriate, of
23 submittals by the COUNTY, and to verify facilities are constructed as required by this Agreement.
- 24 6. Pay all invoices submitted by COUNTY for PROJECT costs within 45 calendar days of receipt.

25
26 **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 27 1. Implementation of the PROJECT depends primarily on the availability and authorization of HBP funds, and
28 the matching local funds coming from regional and/or local funding sources. The Chapter 6 "Highway Bridge
29 Program (HBP, formerly known as Highway Bridge Replacement and Rehabilitation Program or HBRRP)" of

1 the State's Local Assistance Program Guidelines (LAPG) provides the local project sponsors with guidelines
2 for financing the replacement and rehabilitation projects of the deficient locally owned public highway bridges.
3 PARTIES understand that the provisions for the "Project Closure During Preliminary Engineering (PE)" are
4 provided in "Article 6.7.6" of the said Chapter and regulates the use of HBP funds authorized for the PE.
5 Accordingly, *"if a local agency develops the final Plans Specifications and the Estimate (PS&E) and the*
6 *project is never advertised due to local match funding constraints, the HBP participation will be limited to the*
7 *cost of scoping the project, and developing the federal environmental documents. The engineering work to*
8 *develop the final PS&E will be non-participating. Federal law does not authorize federal funds to be used to*
9 *develop shelf projects."*

10 2. COUNTY, JURUPA and RIVERSIDE acknowledge and agree that any funding shortfall for the completion of
11 the PROJECT will be the sole responsibility of JURUPA except RIVERSIDE will be responsible for funding
12 the local match for the cost of the PROJECT only within the jurisdictional boundaries of the City of Riverside.
13 Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT, or
14 shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
15 continue with the PROJECT, if funds are no longer available. In the event that adequate funds are not
16 available to move forward or to complete PROJECT, all PARTIES agree to meet and confer and collectively
17 work to identify adequate funding for PROJECT.

18 3. COUNTY and CITIES mutually agree to budget for the fiscal year at the start of each fiscal year. This will be
19 documented in a Project Budget Form to be approved by the authorized representatives of the CITIES and
20 the COUNTY, which will identify total project budget for the upcoming fiscal year, available revenues and
21 funding sources, expected expenditures of COUNTY staff and contracts engaged in project delivery. The
22 Project Budget Form will be amended as necessary throughout the year as required by project financial
23 circumstances or as mutually agreed. In addition, COUNTY and CITIES will meet at the end of Phase 1 upon
24 completion of the environmental documentation and clearance of the PROJECT and also at the end of Phase
25 2, when the Final PS&E is completed, to review the project budget and to confirm that the local matching
26 funds are programmed and available. In the event that all collective efforts to identify local funding sources
27 fail and adequate funds are not available to move forward or to complete PROJECT, the process for "Project
28 Closure during Preliminary Engineering" will be implemented. Should CITIES or one of the cities decide to
29 proceed at risk with Phase 2, preparation of the Final PS&E, without confirming the availability of local

1 matching funds for the construction of the PROJECT, and should the PROJECT fail to proceed into
2 construction due to local match funding constraints, CITIES or that particular city, respectively, will be
3 responsible for the reimbursement of the authorized and expended federal funds for FINAL PS&E back to the
4 State as stipulated in the guidelines.

5 4. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will be
6 automatically vested with the jurisdiction in which the improvements reside and no further agreement will be
7 necessary to transfer ownership.

8 5. CITIES shall be responsible for the maintenance of the improvements provided by PROJECT that are located
9 inside of their respective right-of-way boundaries.

10 6. Exhibit A of this Agreement, which consists of three (3) pages attached hereto and incorporated by this
11 reference, is a brief Project Factsheet. The Factsheet provides for a brief project scope of work, preliminary
12 cost estimates by project phase, the approximate cost sharing ratio for each city, and the anticipated funding
13 sources to cover these costs. COUNTY and CITIES mutually understand and agree that the cost and
14 schedule information provided in the Factsheet are approximate in nature and subject to change and
15 refinement as the project is developed and detailed information became available. The information is based
16 on limited preliminary studies performed with the sole purpose of programming the PROJECT in the Federal
17 Transportation Improvement Program (FTIP) and to assist the CITIES with initial long term fiscal planning for
18 the matching local funds. The Project Budget Form, which will be reviewed and updated at the start of each
19 fiscal year, will be the sole source of up to date project budget, schedule, cost sharing information for fiscal
20 planning and necessary adjustments as the PROJECT is developed.

21 7. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
22 PARTIES and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES
23 hereto.

24 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
25 occurring by reason of anything done or omitted to be done by CITIES under or in connection with any work,
26 authority or jurisdiction delegated to CITIES under this Agreement. It is further agreed that pursuant to
27 Government Code Section 895.4, CITIES shall fully indemnify and hold COUNTY harmless from any liability
28 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
29 omitted to be done by CITIES under or in connection with any work, authority or jurisdiction delegated to

1 CITIES under this Agreement.

2 9. Neither CITIES nor any officer or employee thereof shall be responsible for any damage or liability occurring
3 by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority
4 or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
5 Code Section 895.4, COUNTY shall fully indemnify and hold CITIES harmless from any liability imposed for
6 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
7 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
8 this Agreement.

9 10. In the event that JURUPA defaults in the performance of any of its obligations under this Agreement or
10 materially breaches any of the provisions of this Agreement, the COUNTY and RIVERSIDE shall have the
11 option to terminate this Agreement upon 90 days written notice to JURUPA.

12 11. In the event that RIVERSIDE defaults in the performance of any of its obligations under this Agreement or
13 materially breaches any of the provisions of this Agreement, the COUNTY and JURUPA shall have the option
14 to terminate this Agreement upon 90 days written notice to RIVERSIDE.

15 12. In the event of any arbitration, action or suit brought by either CITIES or COUNTY against the other by reason
16 of any breach on the part of the other party or any of the covenants and agreements set forth in this
17 Agreement, or any other dispute between the COUNTY and CITIES concerning this Agreement, the
18 prevailing party in any such action or dispute, by a final judgment or arbitration award, shall be entitled to
19 have and recover from the other party all costs and expenses or claims, including but not limited to attorneys
20 fees and expert witness fees. This section shall survive any termination of this Agreement.

21 13. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or
22 unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or
23 invalidated in any way.

24 14. This Agreement is to be construed in accordance with the laws of the State of California.

25 15. Neither the CITIES nor COUNTY shall assign this Agreement without the written consent of the other party.

26 16. Any action at law or in equity brought by any of the parties hereto for the purpose of enforcing a right or rights
27 provided by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State
28 of California, and the parties hereto waive all provisions of law providing for a change of venue in such
29 proceedings to any other county.

1 17. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of
2 their respective counsel. The fact that this Agreement was prepared as a matter of convenience by CITIES or
3 COUNTY shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not
4 be construed against the party that prepared it in its final form.

5 18. Any waiver by COUNTY or CITIES of any breach by any other party of any provision of this Agreement shall
6 not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof.
7 Failure on the part of COUNTY or CITIES to require from any other party exact, full and complete compliance
8 with any of the provisions of this Agreement shall not be construed as in any manner changing the terms
9 hereof, or stopping COUNTY or CITIES from enforcing this Agreement.

10 19. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are
11 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
12 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
13 this Agreement, is null and void.

14 20. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
15 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any
16 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

17 21. All PARTIES shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a
18 period of minimum three (3) years from the date of Notice of Completion of the PROJECT.

19 22. The term of this Agreement between the PARTIES expires six (6) months after the date of Notice of
20 Completion of the PROJECT, or four (4) years, whichever is later, absent a default by the parties. All
21 PROJECT activities shall be completed by the expiration date except PROJECT audits. CITIES shall issue a
22 task order to the County authorizing audit support services should there be an audit of the PROJECT records
23 by a Federal, State, or Local Authority after the expiration date. The agreed upon cost of audit support
24 services as requested by CITIES and performed by the COUNTY after the expiration of this Agreement shall
25 be the responsibility of CITIES and shall be funded with only local funds from the cities at the same cost
26 sharing ratio used for PROJECT expenses for JURUPA and RIVERSIDE respectively.

27 23. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing
28 and delivered to the following addresses or such other address as the PARTIES may designate:
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COUNTY:

Riverside County Transportation Department
Attn: Patricia Romo, Director of Transportation
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

JURUPA:

City of Jurupa Valley
Attn: Jim Smith, City Engineer
8930 Limonite Avenue
Jurupa Valley, CA 92509
Phone: (951) 332-6464
Fax: (951) 332-6995

RIVERSIDE:

City of Riverside
Attn: Kris Martinez, Public Works Director
3900 Main Street
Riverside, CA 92501
Phone: (951) 826-5341
Fax: (951) 826-2046

24. COUNTY, JURUPA and RIVERSIDE agree to request that WRCOG consider programming TUMF funding for the local share of the construction phase of the Project as part of the 2016 Biennial TIP Adjustment for the Northwest Zone expected in FY 2021-2024.

25. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

[Signatures of Parties on Following Page(s)]

APPROVALS

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CITY OF JURUPA VALLEY

APPROVED BY:

_____ Dated: _____

Name

Title

APPROVED AS TO FORM:

_____ Dated: _____

Name

Title

ATTEST:

_____ Dated: _____

Name

Title

CITY OF RIVERSIDE

APPROVED BY:

_____ Dated: _____

Name

Title

APPROVED AS TO FORM:

 _____ Dated: 7/19/2016

Name Ruthann M. Elder

Title Deputy City Attorney

ATTEST:

_____ Dated: _____

Name

Title

1 **COUNTY OF RIVERSIDE**

2 RECOMMENDED FOR APPROVAL:

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4 _____ Dated: _____

5 Patricia Romo

6 Director of Transportation

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8 APPROVED AS TO FORM:

9 Gregory P. Priamos, County Counsel

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11 _____ Dated: _____

12 By Deputy

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14 APPROVAL BY THE BOARD OF SUPERVISORS:

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16 _____ Dated: _____

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19 PRINTED NAME

20 Chairman, Riverside County Board of Supervisors

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22 ATTEST:

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24 _____ Dated: _____

25 Kecia Harper-Ihem

26 Clerk of the Board (Seal)

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Exhibit A - PROJECT FACTSHEET

Project Title: Market Street Bridge Over Santa Ana River
Bridge Replacement Project - (Br. No. 56C-0024)
Federal Project Number: BRLSZ-5956(200)

Estimated Total Project Cost: \$40,900,000

Project Scope of Work

Market Street Bridge serves as a major link across the Santa Ana River for the residential and commercial communities in the northwestern Riverside County and the neighboring Cities of Jurupa Valley, Riverside, Colton, and the County of San Bernardino. Market Street, which is designated as an Arterial Highway in the Riverside County's General Plan, serves as part of an alternate local route connecting Freeway I-10 and SR-60. The existing Market Street Bridge is 33'-8" wide and carries two-lanes of traffic over the Santa Ana River (1-lane in each direction) plus a sidewalk along the north side that is separated by a concrete barrier from the vehicular traffic. The current Annual Average Daily Traffic (AADT) of 17,821 vehicles is high for the two lane roadway. The bridge is a 12-span steel plate girder structure with a total length of 1195 ft. It is supported on reinforced concrete pier walls founded on driven concrete piles. The existing bridge was constructed in 1953 and retrofitted for seismic safety in 2001.



Existing Market Street. Bridge at Santa Ana River (Looking South)

This Project proposes to replace the existing 2-lane Market Street Bridge (Br. No. 56C-0024) over the Santa Ana River with a new 4-lane bridge and reconstruct the connecting approach roadways. The existing bridge is eligible for bridge replacement funding through the federal Highway Bridge Program (HBP) with a current Sufficiency Rating (SR) of 45.1 and a condition

status of "Structurally Deficient". The structure is also considered functionally obsolete due to its deficient curb-to curb roadway width with no room for shoulders.

Market Street Bridge has only two steel plate girders as primary load carrying members. Having no alternate load path, the bridge is classified as a "Fracture Critical Structure". The recent "Fracture Critical" inspections conducted by the State engineers have detected numerous cracked welds in the transverse stiffener to top flange connections in most of the spans supported on welded plate girders. Some of these cracks have been observed progressing in successive inspections. Cracks on steel plate girders with non-redundant load paths can become serious structural problems as failure of one of the primary load carrying members could lead to collapse of an entire span or multiple spans. Cracks in Market Street Bridge are located where the bracing system, which is considered as a secondary load carrying component, is connected to the girders, the primary load carrying members. As a result, there is not an immediate safety concern. However, the cracks are being monitored and inspected periodically to make sure that they do not propagate into the primary load carrying components while the project is being developed for the total bridge replacement.

Bridge Data

- Existing Length: 1195 ft
- Existing Width: 34 ft – 6 inches
- Proposed Length: 1195 ft
- Proposed Width: 84 ft – 6 inches
- Designated: Structurally Deficient (SD).
- SR (Sufficiency Rating): 45.1
- Year Built: 1953
- Scope: Total Bridge Replacement

Table 1 – Estimated Project Costs and Funding Sources

Project Phase	From (FY)	To (FY)	Cost	HBP Funds	Local Match
PA/ED	2011/2012	2018/2019	\$2,105,000	\$1,864,000	\$241,000
PS&E	2018/2019	2020/2021	\$2,000,000	\$1,771,000	\$229,000
ROW	2018/2019	2020/2021	\$400,000	\$354,000	\$46,000
CONST.	2021/2022	2023/2024	\$36,395,000	\$32,220,000	\$4,175,000
Total	2011/2012	2023/2024	\$40,900,000	\$36,209,000	\$4,691,000

Notes:

1. The estimated project costs provided in Table 1 are approximate in nature and subject to change as the project is developed and detailed information became available. They are based on the limited preliminary studies performed to assist with the HBP funding application in order to program the project and also for long term fiscal planning.
2. The total participating project cost eligible for the HBP funds is \$40,900,000 for total bridge replacement. The HBP funds are allocated at 88.53% of the participating costs and the Local Matching Funds are calculated at 11.47%.

Projected Local Matching Funds from Each City:

The border between the cities of Jurupa Valley and Riverside is located approximately at the east end of the existing bridge. The bridge structure itself is primarily within the City of Jurupa Valley while the easterly approach roads are entirely within the City of Riverside. This results in an approximate 91% to 9% relative cost distribution between the City of Jurupa Valley and the City of Riverside. So, the estimated share of local matching funds for each city is:

City of Jurupa Valley:

FY2011/12 – FY2015/16:	\$30,165 (Cost from Mar. 2012 to Jan. 2016)
FY2015/16 – FY2018/19:	\$189,145 over 3 years
FY2018/19 – FY2020/21:	\$250,250 over 2 years
FY2021/22 – FY2023/24:	\$3,799,250 over 2 years – 1 Month

City of Riverside:

FY2011/12 – FY2015/16:	\$2,983 (Cost from Mar. 2012 to Jan. 2016)
FY2015/16 – FY2018/19:	\$18,707 over 3 years
FY2018/19 – FY2020/21:	\$24,750 over 2 years
FY2021/22 – FY2023/24:	\$375,750 over 2 years – 1 Month

Notes:

1. The City of Jurupa Valley has been incorporated on July 1, 2011. The HBP funds has been authorized (E76) for the PA/ED Phase of the project on March 26, 2012.
2. The County of Riverside has Developer Cash-in-Lieu deposits that have not been released to the City of Jurupa Valley. These monies shall be used to fund the City of Jurupa Valley's share of local matching funds for the PA/ED and PS&E phases including right of way acquisition activities.

Tasks Completed

- A request (RFA) has been submitted and the approval has been received from the State to initiate the PA&ED phase of the project.
- A Draft Engineering Services Agreement for the PA/ED Phase of the project has been negotiated with the design consultant. Due to elapsed time since the negotiations, the Agreement has to be reviewed, revised and finalized.
- The federally required pre-award audit process for the consultant agreement had been completed. Due to elapsed time, it might be necessary to resubmit the consultant agreement for pre-award audit.
- The aerial topography and survey for the project has been completed.
- The required spring surveys for the sensitive species have been completed. It might become necessary to renew some of these environmental surveys.