

**AMENDMENT NO. 7 TO AGREEMENT FOR  
TUMF REGIONAL ARTERIAL IMPROVEMENTS  
WITH THE CITY OF LAKE ELSINORE  
RAILROAD CANYON ROAD @ I-15 IMPROVEMENTS  
COOPERATIVE AGREEMENT FOR  
MANAGEMENT AND FUNDING  
OF CONSTRUCTION PHASE**

1. Parties and Date.

1.1 This Amendment No. 7 is executed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and the CITY OF LAKE ELSINORE ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC and the City have entered into an agreement entitled "Agreement for the Funding of TUMF Regional Arterial Improvements with the City of Lake Elsinore" dated February 4, 2010 (the "Master Agreement"). The Master Agreement provides the terms and conditions, scope of work, schedule and funding amount for the Project Approval and Environmental Document ("PA&ED") Phase related to the Railroad Canyon Road at the I-15 Improvements Project (hereinafter the "Project"). The Project is more specifically described in Exhibit "B" of the Master Agreement.

2.2 RCTC and the City have entered into an Amendment No. 1 to the Master Agreement, dated June 6, 2011, ("Amendment No. 1") for the purpose of increasing the Funding Amount and assuming the City's existing professional services agreement with SC Engineering for the PA&ED services for the Project.

2.2 RCTC and the City have entered into an Amendment No. 2 to the Master Agreement, dated December 19, 2013, ("Amendment No. 2") for the purpose of increasing the Funding Amount.

2.3 RCTC and the City have entered into an Amendment No. 3 to the Master Agreement, dated July 15, 2014, ("Amendment No. 3") for the purpose of providing additional TUMF funding for the completion of the PA&ED Phase of the Project.

2.4 RCTC and the City have entered into an Amendment No. 4 to the Master Agreement, dated April 12, 2016 ("Amendment No. 4") for the purpose of providing additional TUMF funding for design and right of way related services for the Project.

## **Agreement No. 10-72-016-07**

2.5 RCTC and the City have entered into an Amendment No. 5 to the Master Agreement, dated May 8, 2016 (“Amendment No. 5”) for the purpose of providing additional TUMF funding for the completion of the PA&ED Phase of the Project.

2.6 RCTC and the City have entered into an Amendment No. 6 to the Master Agreement, dated June 25, 2018 (“Amendment No. 6” or the “Agreement”) for the purpose of providing additional TUMF funding for preparation of Project Plans Specifications & Estimate and Right of Way (“PS&E and R/W”) phases of work.

2.7 As a condition precedent to the effectiveness of Amendment No. 6, the City entered into a Transportation Uniform Mitigation Fee Program Agreement to Reimburse TUMF Funds Railroad Canyon Road/I-15 Interchange with WRCOG (“WRCOG TUMF Agreement”) setting forth the terms and conditions related to distribution of TUMF Program Funds by WRCOG in the amount of \$1,922,179 (“TUMF Zone Funds”) related to the work completed under Amendment No. 6.

2.8 The Parties now desire, pursuant to this Amendment No. 7, to set forth the terms and conditions related to the funding and completion of the Project Construction (“CONS”) phase of work.

2.9 The Parties agree that RCTC shall, at the City’s request, continue management activities for Project consultants, and shall award construction management and construction contracts as required for the Work (as defined below) contemplated under this Amendment No. 7. City may elect to provide independent quality assurance (“IQA”) for the Work as provided herein.

2.10 RCTC intends by this Amendment No. 7 to allocate TUMF Regional Funds to the City, for distribution to RCTC, as the agency awarding and administering construction management and construction contract for the Work, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

2.11 The Parties agree that the Work to be completed under this Amendment No. 7 shall be governed by the terms and conditions set forth in Amendment No. 6, as amended herein.

3. Terms. The terms and conditions contained under the Master Agreement shall not apply to this Amendment No. 7. This Amendment No. 7 shall be governed, in its entirety, by the terms and conditions set forth in Amendment No. 6, as amended by this Amendment No. 7. As used herein, the term “Agreement” shall mean and refer to Amendment No. 6.

3.1 Description of Work. For purposes of this Amendment No. 7, the “Work”, as that term is used in the Agreement, shall mean and refer to the Railroad Canyon Rd. @ I-15 Improvement Project CONS phase for construction management and construction (“the Work”). The Work to be completed under this Amendment No. 7, including a timetable and a detailed scope of work, is more fully described in Exhibit “A” attached hereto and, pursuant to Section 3.15 of the Agreement, is subject to modification as requested by the City and approved by

## **Agreement No. 10-72-016-07**

RCTC. The Work shall be consistent with the following defined RCTC award for services detailed as follows:

- 1) Construction Management Services
- 2) Construction Contract

The Project, as that term is used in the Agreement, as hereby amended, is more fully described in Exhibit “B” attached to this Amendment No. 7. It is understood and agreed that the TUMF Regional Funds shall be expended only as set forth in the Agreement, as amended by this Amendment No. 7, and only for the Work, as defined herein.

The Parties intended to allocate TUMF Regional Funds to the City, which shall be distributed to RCTC, as the administering agency, for the Project.

3.2 RCTC Funding Amount. For purposes of this Amendment No. 7, the “Funding Amount”, as that term is used in the Agreement, shall mean a sum not to exceed Twenty Two Million, Two Hundred Forty Eight Thousand Seven Hundred Dollars (\$22,248,700), to be used exclusively for eligible Work expenses as described in the Agreement, as amended by this Amendment No. 7 (“Funding Amount”). The City hereby directs RCTC to utilize the Funding Amount and to distribute said funds to RCTC to pay for or reimburse RCTC for costs incurred in administering and managing the construction management and construction contracts for the Work. The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute TUMF Regional Funds in excess of the maximum TUMF share for the phase/project identified in Exhibit H-1 of the TUMF Nexus Study.

The Parties acknowledge that the total funding under the Master Agreement, as previously amended and as amended by this Amendment No. 7, including the previous funding of PA&ED, PS&E, and Right of Way phases, is a total not to exceed value of Thirty Million, Three Hundred Eighty Three Thousand, Eight Hundred Twenty-One Dollars (\$30,383,821).

3.2.1 Eligible Work Costs. For purposes of this Amendment No. 7, the “Total Work Cost”, as that term is used in the Agreement, may include the following, provided that such items are included in the scope of work attached to this Amendment No. 7 as Exhibit “A”: (1) RCTC and/or consultant, and construction contractor costs associated with direct Work coordination and support; (2) funds expended in preparation of preliminary engineering studies, construction management; (3) funds expended for preparation of environmental review documentation, project management and support for the Work; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the City, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by consultants managed by RCTC; (7) RCTC costs associated with bidding, advertising and awarding of the Work contracts; (8) construction costs, including change orders to construction contract approved by the City;

**Agreement No. 10-72-016-07**

and (9) construction management, field inspection, plant establishment period, and material testing, preparation of as-built plans, record of survey, and project close-out costs.

3.2.2 Additional Terms Regarding Eligible and Ineligible Costs. Additional terms regarding eligible and ineligible Work costs are as set forth in the Agreement. Section 3.2.2 of the Agreement, setting forth ineligible Work costs, is hereby amended to include City inspection fees.

3.3 Section 3.6 of the Agreement, titled Representatives of the Parties, is hereby amended to substitute Grant Yates, City Manager, or his or her designee, as the City's representative.

3.4 This Amendment No. 7 may be signed in counterparts, each of which shall constitute an original. Facsimile signatures, including signatures transmitted by electronic mail, shall have the same force and effect as original signatures.

3.5 This Amendment No. 7 shall be governed by the laws of the State of California. Venue shall be in Riverside County.

3.6 Except as amended by this Amendment No. 7, all provisions of the Agreement, including without limitation the indemnity and insurance provisions, shall remain in full force and effect and shall govern the actions of the parties under this Amendment No. 7.

**[Signatures on following page]**

**SIGNATURE PAGE**  
**TO**  
**AMENDMENT NO. 7 TO AGREEMENT FOR**  
**TUMF REGIONAL ARTERIAL IMPROVEMENTS**  
**WITH THE CITY OF LAKE ELSINORE**  
**RAILROAD CANYON ROAD @ I-15 IMPROVEMENTS**  
**COOPERATIVE AGREEMENT FOR**  
**MANAGEMENT AND FUNDING**  
**OF CONSTRUCTION PHASE**

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

**RIVERSIDE COUNTY**  
**TRANSPORTATION COMMISSION**

**CITY OF LAKE ELSINORE**

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

By: \_\_\_\_\_  
Grant Yates, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

By: \_\_\_\_\_  
Barbara Leibold, City Attorney

**EXHIBIT “A”**  
**SCOPE OF WORK,**  
**FUNDING AND TIMETABLE**

**SCOPE OF WORK:** This Agreement is for the Construction (which shall include construction management and construction contracts) Phase.

2019 FTIP Scope of Work per Consistency Amendment No. - (approved Oct -1, 2018):

**AT I-15/RR CYN RD IC: WIDEN RR CANYON RD UC FROM 7 TO 8 LNS (SUMMERHILL DR - MISSION TR), RECONSTRUCT NORTH BOUND EXIT/ENTRY RAMPS TO HOOK RAMP CONNECTING TO GRAPE ST, WIDEN SOUTH BOUND ENTRY RAMP FROM 1-3 LNS, WIDEN SHOULDERS SOUTH BOUND EXIT RAMP, WIDEN GRAPE ST TO CONSTRUCT DEDICATED RIGHT TURN LANE AT NORTH BOUND HOOK RAMP AND RAIL ROAD CANYON RD, & CONSTRUCT RAMP ACCEL/DECEL LANES AT RAILROAD CANYON RD.**

**FUNDING:** TUMF, local, state and/or federal funding for each Phase of Work which are part of this Agreement are as follows:

<b>Phase</b>	<b>ZONE TUMF (distributed by WRCOG)</b>	<b>REGIONAL TUMF (distributed by RCTC)</b>	<b>OTHER FUNDING SOURCES</b>	<b>TOTAL BY PHASE</b>
<b>CONSTRUCTION</b>		<b>\$22,248,700</b>	<b>\$18,675,000*</b>	<b>\$40,923,700</b>
<b>TOTAL BY SOURCE</b>	<b>\$0</b>	<b>\$22,248,700</b>	<b>\$18,675,000*</b>	<b>\$40,923,700</b>

\* Consist of STIP/RIP Funds of \$2,920,000, \$15,000,000 SB-1 Funds, \$755,000 City Traffic Impact fees

**TIMETABLE:** Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

<b>Phase</b>	<b>Estimated Completion Date</b>
<b>PS&amp;E</b>	10/1/2019
<b>RIGHT OF WAY</b>	12/31/19
<b>CONSTRUCTION</b>	12/31/24

Exhibit A

**EXHIBIT “A-1”**

**GUIDANCE for COMPLETION OF EXHIBIT A**

The following list of items generally identified as eligible or ineligible for TUMF Regional Funding reimbursement are consistent with those used to develop the costs for improvements in the first NEXUS Study prepared by WRCOG.

In general, all improvements, with the exception of sidewalks, must be within the curbs of the roadway and extend no further than the curb returns at intersections. In addition, all improvements on or connecting to interstate and state route facilities shall be consistent with Caltrans Highway Design Manual standards.

Items which are typically considered eligible include:

- Asphalt concrete pavement, up to 16’ per lane, to accomplish a 12’ travel lane and ancillary treatment and appropriate base materials
- Concrete curb and gutter and associated drainage – paved roadway shoulders and swale may be used as a substitute
- Class II Bike Lanes
- Paved and painted 14’ median, may be used as a dual left turn lanes
- Traffic signals at intersections with state highways and major arterials which are also on the TUMF Network
- Pavement striping and roadway signing as required.

Items which are not typically considered eligible include:

- Portland Cement pavement or other aesthetic pavement types (except at intersections)
- Major rehabilitation or overlay of existing pavement in adjacent roadway lanes
- Raised Medians
- Parking Lanes
- Landscaping
- Lighting
- Class I Bike Lanes

Exhibit A-1

**EXHIBIT “B”**

“PROJECT” DESCRIPTION, FUNDING AND MILESTONES

**PROJECT DESCRIPTION:**

**AT I-15/RR CYN RD IC: WIDEN RR CANYON RD UC FROM 7 TO 8 LNS (SUMMERHILL DR - MISSION TR), RECONSTRUCT NORTH BOUND EXIT/ENTRY RAMPS TO HOOK RAMP CONNECTING TO GRAPE ST, WIDEN SOUTH BOUND ENTRY RAMP FROM 1-3 LNS, WIDEN SHOULDERS SOUTH BOUND EXIT RAMP, WIDEN GRAPE ST TO CONSTRUCT DEDICATED RIGHT TURN LANE AT NORTH BOUND HOOK RAMP AND RAIL ROAD CANYON RD, & CONSTRUCT RAMP ACCEL/DECEL LANES AT RAILROAD CANYON RD.**

**FUNDING:** The following are the TUMF, local, state and/or federal funding for each Phase of Work.

<b>Phase</b>	<b>ZONE TUMF (distributed by WRCOG)</b>	<b>REGIONAL TUMF (distributed by RCTC)</b>	<b>OTHER FUNDING SOURCES</b>	<b>TOTAL</b>
<b>*PA&amp;ED</b>		<b>\$2,555,000</b>		<b>\$2,555,000</b>
<b>** PS&amp;E</b>	<b>\$972,179</b>	<b>\$2,980,121</b>		<b>\$3,952,300</b>
<b>RIGHT OF WAY</b>	<b>950,000</b>	<b>\$2,600,000</b>	<b>\$237,500***</b>	<b>\$3,787,500</b>
<b>*****CONSTRUCTION</b>	<b>\$0</b>	<b>\$22,248,700</b>	<b>\$18,675,000*****</b>	<b>\$40,923,700</b>
<b>TOTAL</b>	<b>\$1,922,179</b>	<b>\$30,383,821</b>	<b>\$18,912,500</b>	<b>\$51,218,500</b>

\* See Recitals to Agreement regarding previous funding for PA&ED.

\*\* See Recitals to Agreement regarding previous funding for Right of Way and PS&E phase, which include funding for pre-construction-advertisement of Project for bids and recommendation of award. Funding for advertisement and recommendation for award shall not be authorized until completion of Right of Way acquisition necessary for the Project.

Exhibit B



**Agreement No. 10-72-016-07**

\*\*\* City of Lake Elsinore \$237,500 in federal Interstate Maintenance Discretionary funds for right of way phase.

\*\*\*\* Consists of STIP/RIP Funds of \$2,920,000, \$755,000 City Traffic Impact Fees, and \$15,000,000 SB-1 Funds

\*\*\*\*\*Construction shall include construction management, construction support services, construction contract, and construction close out.

Exhibit B