

**COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY
TRANSPORTATION COMMISSION AND CITY OF TEMECULA RE
FRENCH VALLEY PARKWAY PROJECT INCORPORATION OF I-15
SMART FREEWAY PROJECT ELEMENTS**

THIS COOPERATIVE AGREEMENT is made and entered into as of _____, 2022 by and between the City of Temecula, a municipal corporation (“City”), and the Riverside County Transportation Commission, a county transportation commission created and existing pursuant to Public Utilities Code Sections 130053 and 130053.5. In consideration of the mutual covenants, conditions and undertakings set forth herein, the parties agree as follows:

1. The purpose of this agreement is to document agreements reached between the City and RCTC, and the agreed upon roles and responsibilities for incorporation of I-15 SMART freeway elements into the French Valley Parkway Project (“Project”).
2. The City shall be responsible for the Project Approval / Environmental Document (“PA/ED”); Plans, Specifications, and Estimates (“PS&E”); and Award, Advertisement and Administration (“AAA”) of the French Valley Parkway Project (“FVPW”) EA 08-432724. RCTC shall be responsible for development of the PA/ED; PS&E; and AAA for the I-15 SMART freeway project EA-1L900.
3. Some elements and features of RCTC’s I-15 SMART freeway project (“Elements”) will need to be incorporated into the Project to ensure that the Coordinated Adaptive Ramp Metering (“CARM”) system continues to function after the Project is constructed.
 - A. The Elements include, but are not limited to, shifting the sensors placed on the Winchester Road on-ramp to the northbound I-15 collector-distributor road. RCTC’s design consultant has prepared a separate PS&E package for incorporation of the Elements into the Project.
 - B. The City shall incorporate the Elements into the Project construction contract pursuant to a Contract Change Order (“CCO”) to be issued by the City to its Project construction contractor following contract award.
 - C. The PS&E package for the Elements will be reviewed and approved by Caltrans prior to its submission by RCTC to the City for incorporation into the Project.
 - D. RCTC has coordinated with Caltrans to develop and finalize the environmental revalidation for the Elements to allow for their incorporation into the Project. The revalidation was finalized and approved by Caltrans on February 9, 2022.
 - E. The PS&E for the Elements includes work that is of a similar nature to the Project work. Standard submittals, shop drawings, materials, and requests for information (“RFI”) for work related to the Elements which is similar to the Project work will be reviewed by the City’s design engineer.

F. For work related to the Elements that is non-standard and unique, the submittals, shop drawings, materials, and RFIs will be reviewed by RCTC's design consultant for the 1-15 SMART freeway project, WSP USA Inc. ("WSP"). WSP's response to these documents will be provided to the City for issuance to its construction contractor.

G. If field meetings are required for the CCO work, the City shall notify RCTC, and the meetings will be attended by RCTC and WSP.

H. As-built drawings for the CCO work for the Elements shall be developed by WSP with field mark-ups provided by the City. The As-builts will be provided to the City for incorporation into the final as-builts for the Project.

4. The City shall provide construction management services for construction of the Elements, and shall ensure that the Elements are constructed in accordance with the PS&E for the Elements.

5. The City shall fund the cost of the CCO for the Elements.

A. If the Project bids come in higher than the City's allocated funding amount identified in the current FTIP for the Project, it is anticipated that the City will seek assistance from RCTC to fund the shortfall, including the CCO costs for the Elements. This Agreement does not commit RCTC to provide such assistance. Also, it is understood by the parties that this Agreement does not violate terms of any of the funding sources for the City's FVP project.

B. RCTC shall promptly and diligently review the CCO for the City prior to its execution.

6. Provisions of CCO

A. The CCO shall require that:

1) RCTC, its directors, officials, officers, employees, be included as an additional insured under the construction contractor's insurance policies;

2) RCTC, its directors, officials, officers, employees, be included as an indemnified parties under the indemnification provision in the construction contract; and

3) The work for the Elements will be warranted and completed in accordance with the standard terms and conditions of the City's construction contract.

B. The parties agree that the City will enforce any warranty claims on behalf of RCTC.

C. If claims arise from the CCO work for the Elements, the City shall notify RCTC and coordinate the response with RCTC and WSP. Any additional costs associated with the resolution of such claims shall be paid for by the City from funds allocated by the City for the Project. If additional funding is required beyond the Project budget for resolution of such claims,

the City and RCTC shall meet in good faith to determine an equitable resolution based on the nature of the claims and related considerations.

7. General

A. Each party to this Agreement shall indemnify, defend and hold the other party, its directors, officials, officers, employees, agents, consultants and contractors free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions, breach of law, or willful misconduct of the other party, its directors, elected officials, officers, employees, agents, consultants or contractors in the performance of such party's obligations under this letter agreement, including the payment of all reasonable attorney's fees.

B. The person or persons executing this Agreement on behalf of their respective party warrants and represents that he or she has the authority to execute this Agreement on behalf of the party and has the authority to bind the party to the performance of its obligations under this Agreement.

C. Each party agrees that this Agreement is legal, valid and binding against the party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

CITY OF TEMECULA

Matt Rahn
Mayor

**RIVERSIDE COUNTY TRANSPORTATION
COMMISSION**

Anne Mayer
Executive Director