

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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FROM: TLMA - Transportation Department

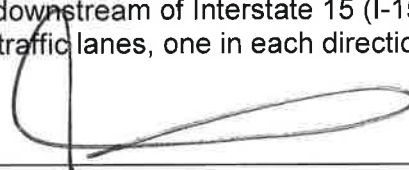
SUBMITTAL DATE:
June 21, 2012

SUBJECT: Service Agreement by and between Riverside County and the Cities of Eastvale and Norco for Hamner Avenue Bridge Improvements at Santa Ana River.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject agreement, and;
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: Riverside County and the Cities of Eastvale and Norco have determined that there is significant need for bridge improvements on Hamner Avenue over Santa Ana River. Hamner Avenue Bridge is located on the border between the City of Norco and the newly formed City of Eastvale, approximately 1,200 feet downstream of Interstate 15 (I-15) Bridges in Riverside County. The existing bridge carries two traffic lanes, one in each direction. According



Juan C. Perez
Director of Transportation and Land Management

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 150,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

SOURCE OF FUNDS: W.O. No. B7-0754 - City of Eastvale Funds (100%)


Positions To Be Deleted Per A-30 ☐

There are no General Funds used in this project.

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL VICTOR
DATE: 6/25/12

Departmental Concurrence

Dep't Recomm.: ☒ Policy ☐ Consent
Per Exec. Ofc.: ☒ Policy ☐ Consent

Prev. Agn. Ref.

District: 2

Agenda Number:

3.45

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

The Honorable Board of Supervisors

RE: Service Agreement by and between Riverside County and the Cities of Eastvale and Norco for Hamner Avenue Bridge Improvements at Santa Ana River.

June 21, 2012

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to year 2004 traffic counts, the Average Daily Traffic (ADT) is approximately 14,500 vehicles per day on Hamner Avenue. It is projected that the ADT would exceed 18,000 vehicles per day by the year 2030.

The existing bridge, which was constructed in 1939, is on federal Eligible Bridge List (EBL). It qualifies to receive federal Highway Bridge Program (HBP) funds at least for rehabilitation and potentially for replacement since it is designated as Structurally Deficient (SD) with a Sufficiency Rating (SR) of 69.3.

The Cities of Eastvale and Norco desire to cooperate and jointly participate in implementing and funding the project. Although the project is located within the jurisdictional boundaries of the Cities, the three agencies desire to designate Riverside County as the lead agency for the project since County has extensive experience in the development and implementation of bridge projects involving Federal and State agencies. The County will therefore provide the administrative, technical, managerial, and support services for the development and implementation of the project to replace the existing Hamner Avenue Bridge over Santa Ana River and to reconstruct the approach roadways connecting to the new bridge.

The purpose of the Service Agreement is to memorialize the mutual understandings by and between the County, the City of Eastvale, and the City of Norco. All services are dependent on the Cities securing the necessary funding for the project. County is providing services and project management on a reimbursable basis, and has no obligation with regard to County funding any portion of the project from County sources. County's initial role will be to conduct the preliminary engineering studies to justify the project and assist the Cities for programming and funding approval if the preliminary studies confirm eligibility for total replacement or rehabilitation.

Exhibit A of the Service Agreement outlines the initial scope of the work, which is limited to gathering and reviewing the existing data, conducting limited field explorations, conceptual planning studies, and developing an HBP funding application to replace the existing Hamner Avenue Bridge. The City of Eastvale will allocate up to \$150,000 of TUMF funds toward the performance of this initial scope of work for programming and funding of the project. Once the project is programmed and approved by the California Transportation Commission (CTC), and the use of the HBP funds is authorized by FHWA, the Exhibit A, "Scope of Work", of the subject agreement will be amended to define and detail the new scope and the pertinent budget for the development and implementation of the project.

The project is expected to be programmed by January 2013. The authorization for the use of HBP funds is expected in April 2013.

W.O.No. B7 - 0754

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

**Contract No. 12-06-010
Riverside Co. Transportation**

CITY OF EASTVALE AND CITY OF NORCO

FOR

HAMNER AVENUE BRIDGE IMPROVEMENTS AT SANTA ANA RIVER

This Agreement is entered into this 4th day of April, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Eastvale, (hereinafter "EASTVALE") and the City of Norco (hereinafter "NORCO") for the development and implementation of a project to replace the existing Hamner Avenue Bridge over Santa Ana River and to reconstruct the approach roadways connecting to the new bridge located within the jurisdictional boundaries of both EASTVALE and NORCO. EASTVALE and NORCO collectively are sometimes hereinafter referred to as "CITIES". The COUNTY, EASTVALE and NORCO are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The PARTIES have determined that there is significant need for bridge improvements on Hamner Avenue over the Santa Ana River (hereinafter "PROJECT") as further described in Exhibit "A" (Scope of Work).
- B. The CITIES desire to cooperate and jointly participate in implementing and funding the PROJECT.
- C. Although the PROJECT is located within the jurisdictional boundaries of the CITIES, the PARTIES desire to designate the COUNTY as the lead agency for the PROJECT, since COUNTY has extensive experience in the development and implementation of bridge projects involving Federal and State agencies. COUNTY will therefore provide the administrative, technical, managerial, and support services necessary for the development of the PROJECT.
- D. The purpose of this Agreement is to memorialize the mutual understandings by and between COUNTY, EASTVALE, and NORCO with respect to each PARTY's roles and responsibilities for the PROJECT.

AGREEMENT

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

SECTION 1 • COUNTY shall:

1. Act as the lead agency on behalf of the CITIES for the overall development and implementation of the PROJECT. All services are dependent on the CITIES obtaining sufficient funding for each phase of the PROJECT. COUNTY is providing services and Project Management on a reimbursable basis and has no obligation with regard to COUNTY funding for any portion of PROJECT.
2. Perform the conceptual planning studies as described in Exhibit A, attached and incorporated by this reference, and evaluate the bridge site to determine the feasibility of obtaining Federal funds for bridge replacement based on an inadequate floodway to pass a 100-year storm and/or liquefaction potential at the bridge site. If the review and research identifies that this bridge would be a candidate for Federal Highway Bridge Program (HBP) replacement funding, COUNTY will prepare the necessary studies and the funding application to submit to Federal Highway Administration (FHWA) for their consideration to program and to fund the PROJECT.
3. Work with the CITIES to identify the required matching funds from potentially eligible regional programs (such as TUMF) and/or other sources to fully fund all PROJECT phases. These would include the planning and environmental documentation (PA/ED) phase, the final design, i.e., Plans Specifications, and Estimate (PS&E) phase, and the construction phase.
4. Work with the CITIES to have funding authorized from the approved Federal HBP funds and secure the agreements for the local matching funds from other sources, including regional agencies prior to initiating each phase of the PROJECT.
5. Retain a consultant to prepare the PA/ED documents, manage and oversee the work of the consultant, and work with the regulatory agencies to review, circulate, and approve the environmental document.
6. Retain a consultant to prepare the plans, specifications, and estimates (PS&E) for final design of the project and is responsible for payments to consultants.
7. Advertise, award and administer a public works contract for the construction of the PROJECT in accordance with the local Agency Public Construction Code, the California Labor Code, State requirements and in accordance with the encroachment permits issued by CITIES (if sufficient funds are available).
8. Submit invoices to CITIES periodically, but not more frequent than monthly, for reimbursement of PROJECT costs. County shall be responsible to conduct/schedule meetings on an as needed basis with the cities of Norco and Eastvale to report progress of the project.

SECTION 2 • EASTVALE shall:

1. Fund up to \$150,000 of TUMF funds toward the cost of initial Scope of Work as described in Exhibit A for programming and funding the PROJECT.
2. Work collaboratively with COUNTY and NORCO to identify needed matching funds from potentially eligible programs (such as TUMF) and/or other sources to fully fund the PROJECT if Federal funds are approved for the PROJECT.
3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of Conceptual Planning Studies, the Funding Application Document, and subsequently upon securing the funding, for PA/ED, PS&E, and Construction of the PROJECT.
4. Provide a representative to coordinate and assist the COUNTY's Project Manager during the development and the construction of PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.
5. Pay COUNTY within 45 calendar days of receipt all invoices submitted by COUNTY for PROJECT costs.

SECTION 3 • NORCO shall:

1. Work collaboratively with COUNTY and EASTVALE to identify needed matching funds from potentially eligible programs (such as TUMF) and/or other sources to fully fund the PROJECT, if Federal funds are approved for the PROJECT.
6. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and other field activities required for preparation of Conceptual Planning Studies, the Funding Application Document, and subsequently upon securing the funding, for PA/ED, PS&E, and Construction of the PROJECT.
2. Provide a representative to coordinate and assist the COUNTY's Project Manager during the development and the construction of PROJECT, and to verify facilities are constructed as required by this Agreement, if applicable.

SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. Implementation of PROJECT depends primarily on the availability and approval of HBP funds as well as the

1 availability and the approval of the matching funds coming from regional funding programs such as the
2 Transportation Uniform Mitigation Fee (TUMF) program. In the event that adequate funds are not available to
3 move forward or to complete PROJECT, all PARTIES agree to meet and confer and collectively work to
4 identify adequate funding for PROJECT.

- 5 2. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT.
- 6 3. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
7 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
8 be necessary to transfer ownership.
- 9 4. Neither COUNTY nor CITIES shall be responsible for any maintenance of the improvements provided by
10 PROJECT that are located outside of their respective right-of-way boundaries.
- 11 5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all
12 PARTIES and no oral understanding or agreement not incorporated herein shall be binding on the PARTIES
13 hereto.
- 14 6. Exhibit A of this agreement includes only the Initial Scope of Work to perform the necessary Conceptual
15 Planning Studies, to prepare the Funding Application Document for HBP funds, and to process the application
16 with FHWA for approval. When the project details are better defined and the HBP funding is approved, this
17 Agreement shall be amended to revise and to detail the scope of work for the subsequent phases of the
18 Project.
- 19 7. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
20 occurring by reason of anything done or omitted to be done by CITIES under or in connection with any work,
21 authority or jurisdiction delegated to CITIES under this Agreement. It is further agreed that pursuant to
22 Government Code Section 895.4, CITIES shall fully indemnify and hold COUNTY harmless from any liability
23 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
24 omitted to be done by CITIES under or in connection with any work, authority or jurisdiction delegated to
25 CITIES under this Agreement.
- 26 8. Neither CITIES nor any officer or employee thereof shall be responsible for any damage or liability occurring
27 by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority
28 or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
29 Code Section 895.4, COUNTY shall fully indemnify and hold CITIES harmless from any liability imposed for

injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.

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

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

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

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

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

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

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

16. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are intended by the PARTIES to completely state the Agreement in full. Any agreement or representation

respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null and void.

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

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

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

COUNTY:

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

EASTVALE:

City of Eastvale
Attn: George Alvarez, City Engineer
12363 Limonite Ave, Suite 910
Eastvale, CA 91752
Phone: (951) 361-0900 x1312
Fax: (951) 361-0888

NORCO:

City of Norco
Attn: Bill Thompson, Public Works Director
2870 Clark Avenue
Norco, CA 92860
Phone: (951) 270-5607
Fax: (951)

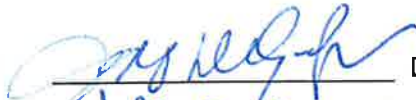
20. This Agreement may be executed in one or more counterparts and when a counterpart shall have been signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same instrument.

[Signatures of Parties on Following Page(s)]

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CITY OF EASTVALE

APPROVED BY:


Jeff De Grandpre

Dated: 05/07/12

Mayor


Robert L. Van Nort

5/7/12

Dated:

City Manager


ATTEST:


Judy L. Haughney

Dated: 5/9/12

City Clerk

APPROVED AS TO FORM:



John E. Cavanaugh

Dated: 5-9-12

City Attorney

CITY OF NORCO

APPROVED BY:


Kevin Bash

Dated: 4/4/12

Kevin Bash

Mayor



Beth Groves

Dated: 4/5/12

Beth Groves

City Manager

ATTEST:

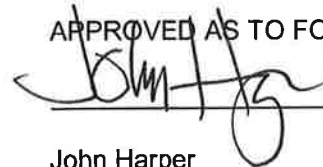

Brenda K. Jacobs, CMC

Dated: 4/4/12

Brenda K. Jacobs, CMC

City Clerk

APPROVED AS TO FORM:


John Harper

Dated: 4/4/12

John Harper

City Attorney

COUNTY OF RIVERSIDE


RECOMMENDED FOR APPROVAL:

 _____ Dated: 8/10/12

Juan C. Perez

Director of Transportation

APPROVED AS TO FORM:

 _____ Dated: 6/25/12

Pamela J. Walls

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

John Tavaglione

Chairman, County Board of Supervisors

ATTEST:

Kecia Harper-Ihem

Clerk of the Board

_____ Dated: _____

Deputy

EXHIBIT A • SCOPE OF WORK**PROJECT DESCRIPTION:**

Hamner Avenue is a north-south road on the border between the City of Norco and the newly incorporated City of Eastvale within Riverside County. The road is classified as a "Major Highway" in Riverside County's General Plan and an "Urban Minor Arterial" in Caltrans California Road System Maps. Hamner Avenue Bridge (State Br. No. 56C0446) is located approximately four miles north of State Route 91 (SR-91) at the Santa Ana River, and approximately 1,200 feet downstream or west of Interstate 15 (I-15) Bridges. Hamner Avenue Bridge was constructed in 1939. The bridge is on the federal Eligible Bridge List (EBL) as the bridge has a low Sufficiency Rating (SR) of 69.3 and is flagged as "Structurally Deficient (SD)". Bridges on the EBL are qualified to receive HBP funds for rehabilitation or replacement, which depends on the level of various ratings and types of deficiencies listed in the Caltrans Bridge Inspection Report.

The existing bridge carries two lanes of traffic, one in each direction. Hamner Avenue is included in the 2008 RTP Amendment No.4 for widening to six lanes, three in each direction, between Bellegrave Avenue and Santa Ana River. A bridge replacement involving additional lanes is the goal. However, a SR of 50 or less is needed just for bridge replacement in kind. Since the Hamner Avenue Bridge has a SR greater than 50, technical justifications will be required to convince Caltrans Local Assistance and FHWA that bridge replacement is more cost effective than bridge rehabilitation. Technical justifications may include waterway inadequacy to accommodate the 100-year flood, scour vulnerability of the existing bridge foundations causing structural instability, potential for seismic liquefaction and lateral spread of site soils causing large ground settlements leading to bridge collapse.

SCOPE OF WORK

The scope of work includes gathering and reviewing existing data, conducting conceptual planning studies and developing a Highway Bridge Program (HBP) funding application to replace the existing Hamner Avenue Bridge over Santa Ana River. The following tasks shall be performed:

- **Project Management and Coordination** - Project administration will ensure timely progress, billing, accurate project record keeping, monitoring of costs, progress, deliverables and adherence to quality standards. This task will include general management and coordination among the COUNTY, CITIES,

and Caltrans. Project meetings will be conducted as necessary to maintain continuous communication and coordination among the agencies.

- **Gathering and Reviewing the Existing Data** - Caltrans bridge inspection reports, bridge as-built plans (including the upstream I-15 Bridges and the downstream newly constructed River Road Bridge), aerial topographic maps/photos and any available drainage studies and plans relevant to the project from Riverside County Flood Control and Water Conservation District (RCFC&WCD), Army Corps of Engineers (ACOE) and FEMA will be obtained and reviewed.
- **Field Review of the Bridge Site and Flood Plain** - A field visit will be conducted to observe and visually evaluate the existing channel and bridge conditions in relation to scour, degradation, flow patterns, high water marks, structural scour stability, design constraints, and other physical constraints. Photos will be taken to document the site conditions.
- **Preliminary Geotechnical Investigation and Evaluation** - The evaluation will include liquefaction potential and a semi-quantitative liquefaction assessment using existing LOTBs of the existing Hamner Avenue Bridge as well as the I-15 Santa Ana River Bridges. In addition, the evaluation will be supported by limited site specific subsurface data to allow for a more quantitative assessment of liquefaction potential including settlement and downdrag, loss of lateral pile capacity, and lateral spreading potential.
- **Cross-Sectional Survey of Santa Ana River** - Several channel cross sections at the bridge site will be surveyed to obtain streambed geometry for preliminary hydraulic analysis and to verify if channel degradation has occurred in the recent past.
- **Preliminary 100-year Floodplain Study and Scour Analysis** – A 100-year floodplain study will be performed based upon the USACOE-LAD floodplain study to evaluate the conveyance through the bridge waterway. The study will cover the reach of the Santa Ana River from about 5,000 feet downstream to approximately 1,200 feet upstream of the existing Hamner Avenue Bridge. The local scour potential at the existing bridge will be verified.
- **Concept Plans for the Replacement Bridge and Approach Roads** – The bridge Advance Planning Study will be performed according to Caltrans Office of Special Funded Projects (OSFP) Information and Procedures Guide 3-2 and Memo to Designers 1-8 for the proposed replacement structure. The primary objective for this task is to determine the scope (geometry and configuration) of the most feasible bridge type. The APS will include evaluation of the most cost-effective structure type, structure depth, bridge

length, span lengths, railings, abutments, approach slabs, substructure members such as bridge columns or pier walls, foundations, calculations of available channel freeboard, staging and utility requirements, and structural interaction with roadway facilities. Conceptual roadway plans depicting the preliminary roadway layout, centerline profile and cross sections will be prepared. Additional, design elements such as grading constraints, right of way encroachment, and impacts to major utilities will be considered for their cost impacts. The apparent most feasible profile will be developed as part of this task to support bridge advance planning study

- **Preliminary Cost estimates** - Preliminary quantity calculations and cost estimates will be prepared to establish funding requirements to develop the project.
- **HBP Funding Application** - A funding application will be prepared summarizing the results of the conceptual planning studies and submitted to Caltrans Local Assistance to secure federal Highway Bridge Program (HBP) funds. The funding document will include a cover letter, project location map, project background, project need and purpose, system planning, hydraulics data, site reconnaissance and assessment, proposed improvements, cost estimates and preliminary project schedule.