

316A



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

FROM: TLMA - Transportation Department

SUBMITTAL DATE:
September 20, 2012

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Jurupa Valley for Camino Real Resurfacing Project.

RECOMMENDED MOTION: That the Board of Supervisors:

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

BACKGROUND: The current COUNTY "Transportation Improvement Program" (2011/2012 TIP) provides for resurfacing improvements to Camino Real, from Limonite Avenue to 263' north of Blackhills Drive. The project was identified prior to incorporation of the City of Jurupa Valley.

Juan C. Perez
Director of Transportation and Land Management

JCP:kn
(Continued On Attached Page)

| | | | | |
|-----------------------|-------------------------------|------------|-------------------------|-----------|
| FINANCIAL DATA | Current F.Y. Total Cost: | \$ 750,000 | In Current Year Budget: | Yes |
| | Current F.Y. Net County Cost: | \$ 0 | Budget Adjustment: | No |
| | Annual Net County Cost: | \$ 0 | For Fiscal Year: | 2012/2013 |

| | | |
|--|---|--------------------------|
| SOURCE OF FUNDS: City of Jurupa Valley (100%) | Positions To Be Deleted Per A-30 | <input type="checkbox"/> |
| There are no General Funds used in this project. | Requires 4/5 Vote | <input type="checkbox"/> |

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 9/20/12

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 5/1/12, Item 3.26 | District: 2nd / 2nd | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.44

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Jurupa Valley for Camino Real Resurfacing Project.

September 20, 2012

Page 2 of 2

During the design phase, the City requested the segments from Linares Avenue to Limonite Avenue and Red Mountain Drive to 250' north of Whitney Drive, the west side only, be included in the project. Although the project is now located within the jurisdictional boundaries of the City, it is their desire to continue developing the project by maintaining the County as the Lead Agency for the overall development and implementation of the project.

The City considers resurfacing of Camino Real as a priority project and requested the County to move forward with the award of the contract to begin construction as soon as possible. County staff has negotiated with the City a cost sharing agreement, whereby the City is responsible for 50% of the cost of the construction work up to \$750,000, paid over four annual installments. The attached agreement between the County and the City of Jurupa Valley outlines the terms and conditions under which said project is to be administered, engineered, coordinated, managed, constructed, and financed.

On May 1, 2012, the Board of Supervisors authorized the Clerk of the Board to advertise the Camino Real resurfacing project. Subsequently, bids for the project were opened in the office of the Director of Transportation and Land Management on May 16, 2012. The lowest responsible bid was submitted by All American Asphalt of Corona. The Board of Supervisors approved the construction contract with All American Asphalt on July 31, 2012 for a bid amount of \$1,570,000.

Project Number: C1-0503

1 COOPERATIVE AGREEMENT BY AND BETWEEN

2 RIVERSIDE COUNTY

3 AND

Contract No. 12-09-002
Riverside Co. Transportation

4 CITY OF JURUPA VALLEY

5 FOR

6 CAMINO REAL RESURFACING IMPROVEMENTS

7 This Agreement is entered into this 2nd day of August, 2012, by and between the County of
8 Riverside, (hereinafter "COUNTY"), and the City of Jurupa Valley (hereinafter "JURUPA VALLEY"), for the
9 provision of certain activities related to resurfacing improvements on three segments of Camino Real, from
10 Linares Avenue to just north of Whitney Drive, located within the jurisdictional boundaries of JURUPA VALLEY.

11
12 **RECITALS**

- 13 A. The COUNTY and JURUPA VALLEY desire to improve pavement conditions on Camino Real from Linares
14 Avenue to just north of Whitney Drive. The proposed project will improve pavement conditions by resurfacing
15 the full width of Camino Real from Limonite Avenue to 263' north of Blackhills Drive, resurfacing the west one
16 half of Camino Real from Red Mountain Drive to 250' north of Whitney Drive and by reconstructing the full
17 width from Linares Avenue to Limonite Avenue, (hereinafter "PROJECT").
- 18 B. The COUNTY and JURUPA VALLEY desire to have the COUNTY as Lead Agency for the overall
19 development and implementation of the PROJECT. The COUNTY has extensive experience in the
20 development and implementation of roadway resurfacing projects. The COUNTY will therefore provide the
21 administrative, technical, managerial and support services necessary for the development and
22 implementation of the PROJECT.
- 23 C. The current COUNTY "Transportation Improvement Program" (2011/2012 TIP), as approved by the Riverside
24 County Board of Supervisors, January 10, 2012, provides for resurfacing improvements to Camino Real, from
25 Limonite Avenue to 263' north of Blackhills Drive. The City of Jurupa Valley requested the segments from
26 Linares Avenue to Limonite Avenue and Red Mountain Drive to 250' north of Whitney Drive, the west side
27 only, be included in the project. All three segments are shown on Exhibit "A", and all three segments are

1 located within the jurisdictional boundaries of JURUPA VALLEY.

2 D. The COUNTY and JURUPA VALLEY agreed that the JURUPA VALLEY will contribute 50% of the PROJECT
3 construction cost not to exceed \$750,000. The reimbursement will be over four fiscal years starting with the
4 initial deposit of \$187,500 before the project award.

5 E. The Environmental Document for the PROJECT has been prepared by COUNTY and will be approved prior
6 to construction.

7 F. The COUNTY and JURUPA VALLEY desire to define herein the terms and conditions under which said
8 project is to be administered, engineered, coordinated, managed and constructed.

9 G. California Government Code Section 6502 provides that "[i]f authorized by their legislative or governing
10 bodies, two or more public agencies by agreement may jointly exercise any power common to the contracting
11 parties".

12 H. California Code of Civil Procedure Section 1240.140(b) provides that "[t]wo or more public agencies may
13 enter into an agreement for the joint exercise of their respective powers of eminent domain, whether or not
14 possessed in common, for acquisition of property as a single parcel".

15
16 **AGREEMENT**

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

19 **SECTION 1 • COUNTY AGREES:**

- 20 1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and
21 secure all necessary construction permits from the regulatory agencies.
- 22 2. To invoice JURUPA VALLEY yearly, but not more frequently, for four fiscal years, for reimbursement of
23 JURUPA VALLEY share of PROJECT costs.
- 24 3. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond
25 the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be
26 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
27 continue with the PROJECT, if funds are no longer available.

- 1 4. To coordinate utility relocations for the PROJECT if necessary.
- 2 5. To advertise, award and administer a public works contract for the construction of the PROJECT in
3 accordance with the local Agency Public Construction Code, Federal Regulations, the California Labor Code,
4 STATE requirements and in accordance with an encroachment permit issued by JURUPA VALLEY.
- 5 6. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
6 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
7 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
8 construction contractor.
- 9 7. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
10 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
11 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
12 inspection and staff services necessary to assure that the construction is performed in accordance with the
13 plans and specifications.
- 14 8. To construct the PROJECT in accordance with approved plans and specifications.
- 15 9. To provide separate quantities and accounting for JURUPA VALLEY share of the PROJECT.
- 16 10. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
17 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
18 certified material tester.
- 19 11. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
20 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
21 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
22 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
23 required which name the JURUPA VALLEY, its officers, agents and employees as additionally insured. The
24 COUNTY shall also require the COUNTY's contractor to maintain Worker's Compensation Insurance.
- 25 12. To furnish JURUPA VALLEY one complete set each of full-sized film positive reproducible as-built plans and
26 all contract records, including survey documents, within three hundred and sixty-five (365) days following the
27 completion and acceptance of the PROJECT construction contract.

13. To provide JURUPA VALLEY upon completion and acceptance of the PROJECT, a full accounting of project funding costs.

SECTION 2 • JURUPA VALLEY AGREES:

1. To be responsible for the funding of the PROJECT as shown on Exhibit "B", as of the date of this agreement.
2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for the PROJECT and upon written request by the COUNTY, the amount of One hundred eighty seven thousand and five hundred (\$187,500), which represents JURUPA VALLEY "FY 12/13" payment, as shown in Exhibit B.
3. To pay COUNTY, in three equal installments, the amount of One hundred eighty seven thousand and five hundred (\$187,500), in "FY 13/14", "FY 14/15", and "FY 15/16, as shown in Exhibit B, which shall be paid from Measure A funds.
4. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto JURUPA VALLEY's right-of-way to perform construction, survey and other investigative activities required for preparation of Environmental, PS&E, and construction of the PROJECT.
6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. The total cost to complete construction of the PROJECT, including surveying, inspection, and materials testing is estimated to be One million nine hundred and twenty seven thousand (\$1,927,000), as shown in Exhibit B.
3. PROJECT construction costs are anticipated to be One million seven hundred and twenty seven thousand (\$1,727,000), which will be shared between COUNTY and JURUPA VALLEY as shown in Exhibit B.
4. In the event that adequate funds are not available to complete the PROJECT, COUNTY and JURUPA

- 1 VALLEY agree to meet and confer and collectively work to identify adequate funding for PROJECT.
- 2 5. JURUPA VALLEY agrees to budget for PROJECT its share at the start of each fiscal year for four fiscal
3 years.
- 4 6. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
5 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will
6 be necessary to transfer ownership.
- 7 7. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT
8 within JURUPA VALLEY.
- 9 8. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or
10 materially breaches any of the provisions of this Agreement, JURUPA VALLEY shall have the option to
11 terminate this Agreement upon 90 days written notice to COUNTY.
- 12 9. In the event that JURUPA VALLEY defaults in the performance of any of its obligations under this Agreement
13 or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
14 terminate this Agreement upon 90 days written notice to JURUPA VALLEY.
- 15 10. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in
16 addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.
- 17 11. Neither JURUPA VALLEY nor any officer or employee thereof shall be responsible for any damage or liability
18 occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any
19 work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that
20 pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold JURUPA VALLEY
21 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by
22 reason of anything done or omitted to be done by the COUNTY under or in connection with any work,
23 authority or jurisdiction delegated to the COUNTY under this Agreement.
- 24 12. Neither the 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 JURUPA VALLEY under or in connection with
26 any work, authority or jurisdiction delegated to JURUPA VALLEY under this Agreement. It is further agreed
27 that pursuant to Government Code Section 895.4, JURUPA VALLEY shall fully indemnify and hold the

1 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)
2 occurring by reason of anything done or omitted to be done by JURUPA VALLEY under or in connection with
3 any work, authority or jurisdiction delegated to JURUPA VALLEY under this Agreement.

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

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

12 15. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
13 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
14 hereto.

15 16. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.
16 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,
17 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement
18 and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

19 17. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

20 18. The COUNTY and JURUPA VALLEY shall retain or cause to be retained for audit for a period of three (3)
21 years from the date of final payment, all records and accounts relating to the PROJECT.

22 19. All notices permitted or required under this Agreement shall be deemed made when delivered to the
23 applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise
24 delivered to the addresses set forth below, or at such other address as the respective parties may provide in
25 writing for this purpose:

Camino Real Resurfacing Improvements Project

COUNTY
Juan C. Perez
Director of Transportation and Land
Management
County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

JURUPA VALLEY
Roy Stephenson, P.E.
City Engineer
City of JURUPA VALLEY
8304 Limonite Avenue
Jurupa Valley, CA 92509

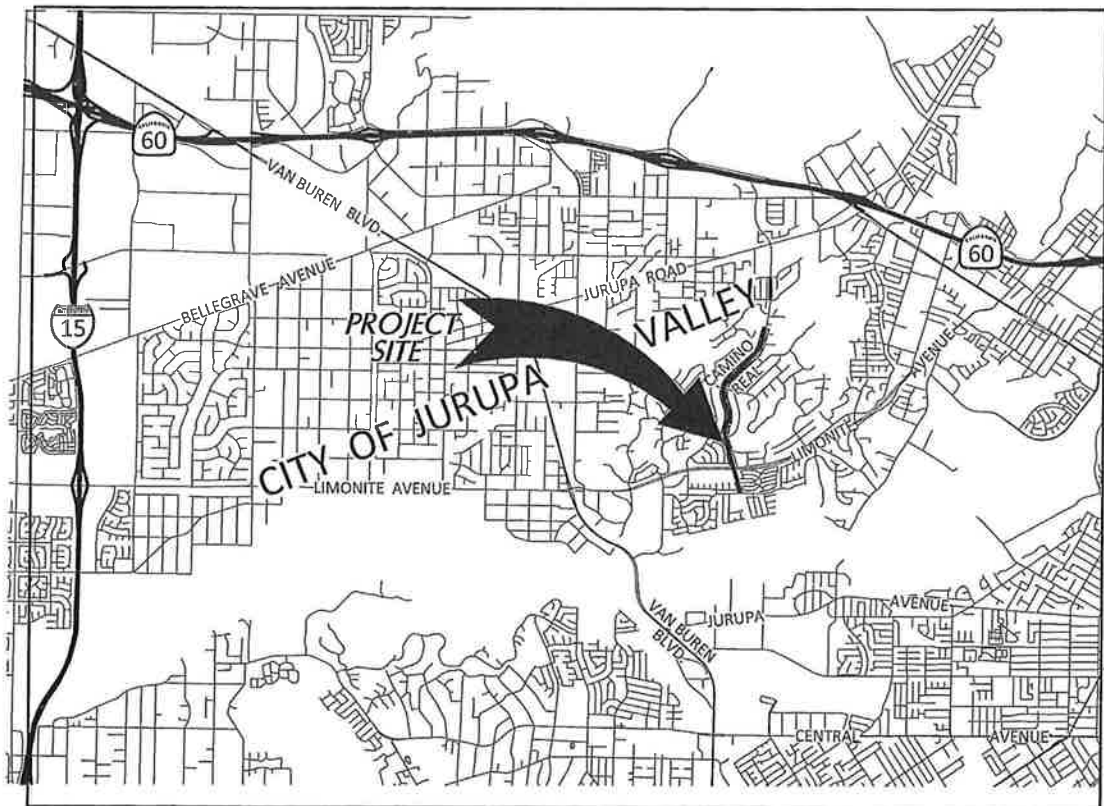
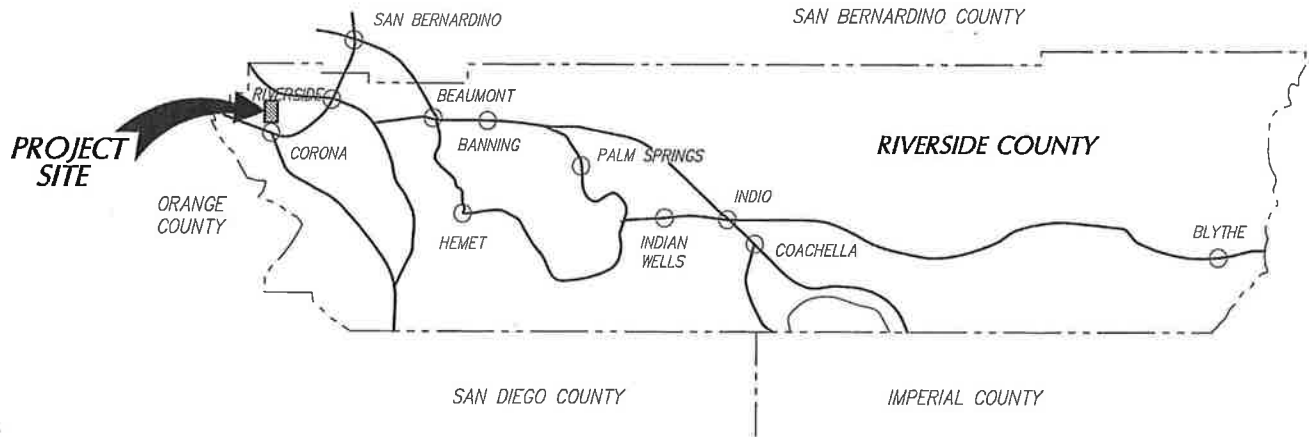
Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

EXHIBIT "A"

COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

CAMINO REAL

RESURFACING PROJECT
IN THE CITY OF JURUPA VALLEY



VICINITY MAP

EXHIBIT B
ESTIMATED PROJECT COSTS
 (April 23, 2012)

| TASK | JURUPA VALLEY | COUNTY | TOTAL |
|------------------------------|-------------------|---------------------|---------------------|
| Plans, Specs & Estimate | Complete | | |
| Environmental | Complete | | |
| Right of way | Complete | | |
| Utilities | Complete | | |
| Construction | \$ 750,000 | \$ 977,000 | \$ 1,727,000 |
| Construction Engineering | | \$ 150,000 | \$ 150,000 |
| Construction Survey | | \$ 50,000 | \$ 50,000 |
| TOTAL ESTIMATED COSTS | \$ 750,000 | \$ 1,177,000 | \$ 1,927,000 |

JURUPA VALLEY PAYMENT SCHEDULE

| <u>PAYMENT</u> | <u>AMOUNT</u> | <u>DUE</u> |
|----------------------|--------------------------|--------------------------|
| FY 12/13 | \$ 187,500 | Prior to Award (Deposit) |
| FY 13/14 | \$ 187,500 | Beginning of FY 13/14 |
| FY 14/15 | \$ 187,500 | Beginning of FY 14/15 |
| FY 15/16 | \$ 187,500 | Beginning of FY 15/16 |
| <u>TOTAL:</u> | <u>\$ 750,000</u> | |

APPROVALS

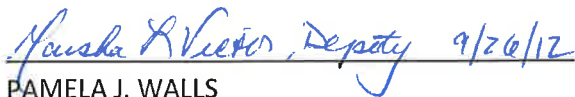
COUNTY APPROVALS

RECOMMENDED FOR APPROVAL:



JUAN C. PEREZ
DIRECTOR OF TRANSPORTATION AND LAND
MANAGEMENT

APPROVED AS TO FORM:



PAMELA J. WALLS
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

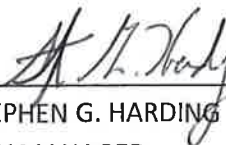
JOHN F. TAVAGLIONE
Chairman, Riverside County Board of
Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board of Supervisors (SEAL)

CITY OF JURUPA VALLEY Approvals

RECOMMENDED FOR APPROVAL:



STEPHEN G. HARDING
CITY MANAGER

APPROVED AS TO FORM:



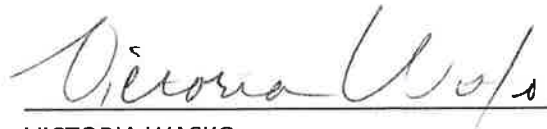
PETER M. THORSON
City Attorney

APPROVAL BY THE CITY COUNCIL



LAURA ROUGHTON
Mayor, City of Jurupa Valley

ATTEST:



VICTORIA WASKO
City Clerk