

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

629A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: Cooperative Agreement between the County of Riverside (County) and the City of Corona (City) for Magnolia Avenue and Neece Street Traffic Signal 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" (2012/2013 TIP) provides for the construction of a traffic signal and associated improvements at the

Juan C. Perez
Director of Transportation and Land Management

DT:dt
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 462,288	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2012/13
SOURCE OF FUNDS: City of Corona (25%), Prop 1B-State Local Partnership Program (32.4%), W.DIF (41.7%), Home Gardens County Water District. (0.9%) 100% There are no General Funds used in this project.				Positions To Be Deleted Per A-30 <input type="checkbox"/> 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: 11/13/12

Departmental Concurrence

Policy
 Consent
 Dept't Recomm.:
 Policy
 Consent
 Per Exec. Ofc.:

Prev. Agn. Ref. 5/8/12, Item 3.2 | **District:** 2nd/2nd | **Agenda Number:**

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (County) and the City of Corona (City) for Magnolia Avenue and Neece Street Traffic Signal Project.

November 14, 2012

Page 2 of 2

intersection of Magnolia Avenue and Neece Street in the community of Home Gardens.

The southwest quadrant of the project intersection is within City of Corona city limits and the City has agreed to contribute \$116,000, 25% to the construction cost, which is \$462,288.

The associated intersection improvements include pavement reconstruction, sidewalk, ramps, curbs, gutters, retaining wall fence, decorative stamped concrete, landscaping, striping and signing improvements, and installation of two left-turning lanes. The existing Magnolia Avenue median will be reconstructed to accommodate the new left-turning lanes.

The new traffic signal will provide a controlled pedestrian crosswalk at the intersection for pedestrians and users of the library/community center in the southeast quadrant of the intersection. The traffic signal will improve the overall safety and operation of the intersection.

On May 8, 2012, the Board of Supervisors authorized the Clerk of the Board to advertise the Magnolia Avenue and Neece Street Traffic Signal Project. Subsequently, bids for the project were opened in the office of the Director of Transportation and Land Management on May 23, 2012. The lowest responsible bid was submitted by Hillcrest Contracting, Inc. of Corona. The Board of Supervisors approved the construction contract with Hillcrest Contracting, Inc. on June 26, 2012, for a bid amount of \$462,288.

The City has approved the Cooperative Agreement.

County Counsel has approved the Agreement as to form.

Project Number: B6-0460

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AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE AND CITY OF CORONA
FOR TRAFFIC SIGNAL IMPROVEMENT AT
THE INTERSECTION OF MAGNOLIA AVENUE AND NEECE STREET
IN THE HOME GARDEN AREA

This Agreement is entered into this _____ day of _____, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Corona, (hereinafter "CITY") for the provision of various improvements at the intersection of Magnolia Avenue and Neece Street in the Home Garden Area located within the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

- A. COUNTY and CITY have determined that there is great need for a traffic signal system and road improvements at the intersection of Magnolia Avenue and Neece Street in the Home Garden Area (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- B. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial and support services necessary to develop and implement PROJECT.
- C. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

- 1. To fund one hundred (100) percent of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing

1 utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public
2 works construction contract.

- 3
- 4 2. To fund seventy-five (75) percent of the cost to construct PROJECT improvements which is the percentage of
5 PROJECT located within the jurisdictional boundaries of the COUNTY. Based on current estimates, the
6 COUNTY's seventy-five (75) percent share is estimated to be \$348,000.
- 7
- 8 3. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit the plans to
9 CITY for review and approval.
- 10
- 11 4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design
12 responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction,
13 COUNTY shall make all necessary arrangements with the owners of such facilities for their protection,
14 relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and
15 conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing
16 the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance
17 of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior
18 rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility
19 companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction
20 in which the conflicting utility resides.
- 21
- 22 5. To prepare an environmental document and to obtain necessary environmental clearances in accordance
23 with the California Environmental Quality ACT (CEQA).
- 24
- 25 6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for
26 the purposes of constructing PROJECT.
- 27
- 28 7. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
29 with all applicable laws, including but not limited to the Local Agency Public Construction Act, the California
Labor Code, and in accordance with the permit issued by the Riverside County Transportation Department.
8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
The Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are
prepared by a private engineering company, the Resident Engineer shall not be an employee of that

1 company. The Resident Engineer shall also be independent of the construction contractor.

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- 3 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
- 4 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
- 5 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
- 6 inspection and staff services necessary to assure that the construction is performed in accordance with the
- 7 PS&E documents.
- 8 10. To construct PROJECT in accordance with approved PS&E documents.
- 9 11. To make all payments to the contractor for 100% of the construction costs, including any approved change
- 10 orders.
- 11 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
- 12 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
- 13 certified material tester.
- 14 13. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid
- 15 amount to CITY for review and approval prior to final authorization by COUNTY.
- 16 14. To furnish CITY a complete set of full-sized film positive reproducible as-built plans and all contract records,
- 17 including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT
- 18 construction contract. CITY also desires electronic copies of completed plans if available. If electronic copies
- 19 are provided it is requested that they be provided on CD-R media.
- 20 15. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and
- 21 acceptance of the PROJECT construction contract and to invoice City for City's share of the final construction
- 22 costs provided in Section 2.

23 **SECTION 2 • CITY AGREES:**

- 24 1. To pay up to twenty-five (25) percent of the cost to construct PROJECT improvements which is the percent of
- 25 PROJECT located within the jurisdictional boundaries of the CITY. Based on current estimates, the CITY's
- 26 twenty-five (25) percent share is estimated to be \$116,000.
- 27 2. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as
- 28

1 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.

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- 3 3. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
- 4 contractors, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
- 5 investigative activities required for Construction of PROJECT.
- 6
- 7 4. To provide a representative to coordinate thorough the COUNTY's Resident Engineer during the construction
- 8 of PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as
- 9 required by this Agreement. It is mutually understood that CITY personnel may observe and inspect all work
- 10 being done on PROJECT, but shall provide any comments to COUNTY personnel who shall be solely
- 11 responsible for all communications with COUNTY contractor.
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- 13 5. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
- 14 this Agreement.

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SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total construction cost of PROJECT is estimated to be \$ 464,000.
2. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not commence until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
3. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the CITY, its officers, officials, agents and employees as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
4. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will

1 be necessary to transfer ownership.

- 2 5. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
3 PROJECT that are located outside of their respective right of way boundaries, except that COUNTY and CITY
4 shall enter into a separate agreement on the maintenance of the new traffic signal constructed as part of
5 PROJECT.
- 6 6. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
7 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
8 hereto.
- 9 7. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
10 of final payment, all records and accounts relating to PROJECT.
- 11 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
12 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
13 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
14 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
15 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
16 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
17 under this Agreement.
- 18 9. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
19 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
20 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
21 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
22 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
23 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
24 this Agreement.
- 25 10. This Agreement and the exhibit herein contain the entire agreement between the parties, and is intended by
26 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
27 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null
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1 and void.

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


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

9 13. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreements of the parties.
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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 10/30/12
Juan C. Perez, Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, County Counsel

 Dated: 11/13/12
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____


KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CITY OF CORONA Approvals

APPROVAL BY THE CITY COUNCIL

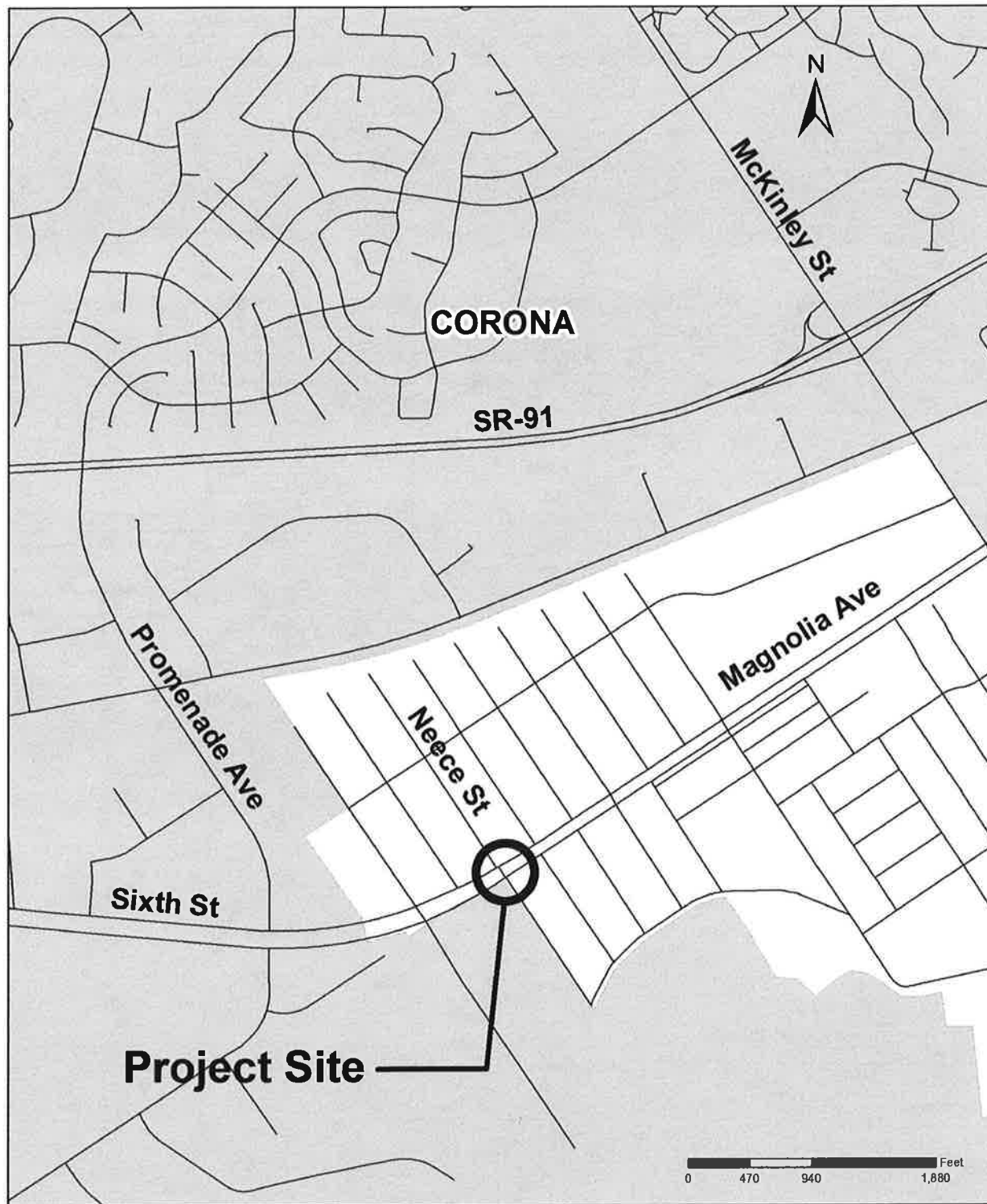
 Dated: 10.17.12
Mayor, City of Corona

ATTEST:

 Dated: 10.18.12
City Clerk, City of Corona

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EXHIBIT A • VICINITY MAP



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