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



FROM: TLMA - Transportation Department

SUBMITTAL DATE: July 24, 2014

Cooperative Agreement between the County of Riverside and City of Jurupa Valley to include additional pavement improvements on Market Street as part of Agua Mansa Road and Market Street Traffic Signal and Street Improvement Project in City of Jurupa Valley. District 2/District 2; [\$342,000]; Local Funds 100%

### **RECOMMENDED MOTION:** That the Board of Supervisors:

- 1. Approve the attached Cooperative Agreement with the City of Jurupa Valley to include additional pavement improvements on Market Street as part of Agua Mansa Road and Market Street Traffic signal and Street Improvement Project; and
- 2. Authorize the Chairman of the Board of Supervisors to execute the same.

DT:dt

Departmental Concurrence

Patricia Romo

Assistant Director of Transportation

for Juan C. Perez

Director of Transportation and Land Management

FINANCIAL DATA	Curre	ent Fiscal Year:	Next Fiscal Year:		Total Co	st:	0	ngoing Cost:	POLICY/O	CONSENT c. Office)
COST	\$	342,000	\$	0	\$	342,000	\$	0		D. 11 57
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0	Consent D P	Policy 🗵
SOURCE OF FUNDS: City of Jurupa Valley (100%)						Budget Adjustr	get Adjustment: No			
								For Fiscal Year	: 2014	-2015
CEO PECOMME	NDA	TION:			A 400 107 177					

**County Executive Office Signature** 

MINUTES OF THE BOARD OF SUPERVISORS

Positions Added Change Order

4/5 Vote

Prev. Agn. Ref.: 5/6/14, Item 3-26 District: 2<sup>nd</sup> /2<sup>nd</sup>

Agenda Number:

A-30

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

**FORM 11:** Cooperative Agreement between the County of Riverside and City of Jurupa Valley to include additional pavement improvements on Market Street as part of Agua Mansa Road and Market Street Traffic Signal and Street Improvement Project in City of Jurupa Valley. District 2/District 2; [\$342,000]; Local Funds 100%

**DATE:** July 24, 2014

**PAGE:** 2 of 2

## BACKGROUND:

### <u>Summary</u>

The County of Riverside (County) is proposing to install a traffic signal system at the intersection of Agua Mansa Road and Market Street, install catch basins on Agua Mansa Road and construct pavement improvements on Market Street under the Agua Mansa Road and Market Street Traffic Signal and Street Improvement Project. This project was budgeted and its construction drawings were substantially prepared prior to the incorporation of City of Jurupa Valley (City).

The City would like to extend the pavement improvements on Market Street as part of the Agua Mansa Road and Market Street Traffic Signal and Street Improvement Project. The Cooperative Agreement encompasses the responsibilities of both agencies for the additional pavement improvements on Market Street.

By Minute Order dated May 6, 2014 (Agenda Item 3-26), the Board of Supervisors authorized the Clerk of the Board to advertise the construction of the Agua Mansa Road and Market Street Traffic Signal and Street Improvement Project within the City. The additional pavement improvements were listed as Alternate Bid Schedules 1, extending the pavement improvement 235 feet westerly towards Rubidoux Boulevard and 2, extending the pavement improvements 275 feet easterly as shown in Exhibit A of the Cooperative Agreement.

Award of the construction contract is being submitted concurrently with the Cooperative Agreement between the County and City.

The lowest responsive and responsible bid was received by Roadway Engineering for \$844,683. The City concurs with bid prices for both Alternate Bid Schedules 1 and 2 as bid by the low bidder. The Cooperative Agreement is for a financial contribution by the City to fund the additional pavement work in the amount of \$342,000.

The City Council approved this Cooperative Agreement on July 17, 2014.

City will be responsible for the maintenance and operation of the traffc signal.

County Counsel has approved the Cooperative Agreement as to form.

Project No. B6-0459

Federal Aid No. HSIPL - 5956 (190)

### Impact on Residents and Businesses

Traffic signal installation and pavement reconstruction will improve traffic operations and safety through the intersection. Improvements also include construction of curb ramps to comply with Americans with Disabilities Act requirements.

### **SUPPLEMENTAL:**

### **Additional Fiscal Information**

The estimated construction cost for the additional pavement improvements, including construction engineering, inspection and surveying, is \$342,000. Construction is expected to occur in FY 2014/2015 and will be funded by the City.

### **Contract History and Price Reasonableness**

### **EXHIBIT A**

### **PROJECT LOCATION**

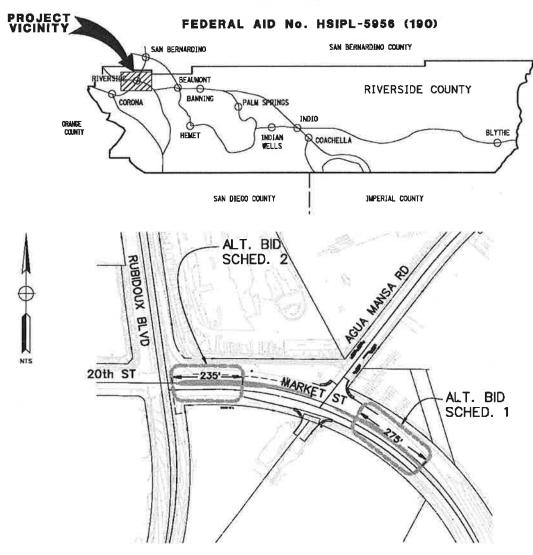
# COUNTY OF RIVERSIDE DEPARTMENT OF TRANSPORTATION

### AGUA MANSA ROAD AND MARKET STREET

TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT

IN THE CITY OF JURUPA VALLEY

PROJECT No. B6-0459



VICINITY MAP
TOWNSHIP 2 SOUTH RANGE 5 WEST SECTION 10
COUNTY ROAD BOOK PAGE No. 12

### **EXHIBIT B**

### **ESTIMATED COSTS**

ROJECT		I communication I	TOTAL
TASK	CITY SHARE	COUNTY SHARE	TOTAL
Construction	n/a	\$ 670,000	\$ 670,000
Construction Engineering & Construction Survey	n/a	\$ 132,000	\$ 132,000
TOTALS	n/a	\$ 802,000	\$ 802,000

PROJECT + ALTERNATE 1			
TASK	CITY SHARE	COUNTY SHARE	TOTAL
Construction	\$ 164,000	\$ 670,000	\$ 834,000
Construction Engineering & Construction Survey	\$ 25,000	\$ 132,000	\$ 157,000
TOTALS	\$ 189,000	\$ 802,000	\$ 991,000
90% Deposit	\$ 170,100		

PROJECT + ALTERNATE 2			
TASK	CITY SHARE	COUNTY SHARE	TOTAL
Construction	\$ 133,000	\$ 670,000	\$ 803,000
Construction Engineering & Construction Survey	\$ 20,000	\$ 132,000	\$ 152,000
TOTALS	\$ 153,000	\$ 802,000	\$ 955,000
90% Deposit	\$ 137,700		

PROJECT + ALTERNATE 1 & 2			* * * * * * * * * * * * * * * * * * *
TASK	CITY SHARE	COUNTY SHARE	TOTAL
Construction	\$ 297,000	\$ 670,000	\$ 967,000
Construction Engineering & Construction Survey	\$ 45,000	\$ 132,000	\$ 177,000
TOTALS	\$ 342,000	\$ 802,000	\$ 1,144,000
90% Deposit	\$ 307,800		

Contract No. 14-07-002A Riverside Co. Transportation

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26 27 **COOPERATIVE AGREEMENT BY AND BETWEEN** 

### COUNTY OF RIVERSIDE AND CITY OF JURUPA VALLEY

### FOR THE MARKET STREET TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Jurupa Valley (hereinafter "CITY"), for the provision of certain activities related to roadway pavement improvements on Market Street, drainage improvements on Agua Mansa Road and traffic signal installation at the intersection of Market Street and Agua Mansa Road (hereinafter "PROJECT"), optional roadway pavement improvements on Market Street east of PROJECT (hereinafter "ALTERNATE 1") and optional roadway pavement improvements on Market Street west of PROJECT (hereinafter "ALTERNATE 2"), currently located within the jurisdictional boundaries of CITY.

### RECITALS

- A. Each of the Parties hereto maintains and operates as a division or agency of local government, roadways within their respective jurisdictions.
- B. Each of the Parties has the power to approve the expenditure of funds for the maintenance of public roadways within their jurisdiction.
- C. The Parties, as public agencies are authorized to contract with each other for the joint exercise of any common power under Article I, Chapter 5, Div. 7, Title I of the Government Code (Sections 6500-6514).
  - D. The COUNTY and CITY desire to enhance traffic safety on Market Street from Rubidoux Boulevard to southerly of Agua Mansa Road. The PROJECT will improve vehicle driving conditions and enhance traffic safety by reconstructing the existing pavement and installing a new traffic signal at the intersection of Market Street and Agua Mansa Road.
- E. The CITY has the option to authorize the additional improvements on Market Street under ALTERNATE 1 23 and/or ALTERNATE 2.
  - F. The COUNTY and CITY desire to designate the COUNTY as Lead Agency for the overall development and implementation of PROJECT, ALTERNATE 1 and ALTERNATE 2. The COUNTY will therefore provide the administrative, technical, managerial and support services necessary for the development and

implementation of PROJECT, ALTERNATE 1 and ALTERNATE 2.

- G. The current COUNTY "Transportation Improvement Program" (2012/2013 TIP), as approved by the Riverside County Board of Supervisors, September 10, 2012, provides for safety improvements to Market Street from Rubidoux Boulevard to southerly of Agua Mansa Road, including a traffic signal and street improvements as shown on Exhibit "A", attached hereto and incorporated herein, which is located within the jurisdictional boundaries of CITY.
- H. Major funding for the PROJECT is provided through the "Highway Safety Improvement Program" (HSIP) program for which COUNTY submitted and successfully competed. Additional funding comes from various other sources including West County DIF Signal Mitigation Fund, Riverside County Flood Control and Water Conservation District, Developer Cash-In-Lieu of Construction Deposit (Burtec Industries), and Rubidoux Community Services District.
- 12 | I. Funding for ALTERNATE 1 and ALTERNATE 2 is provided by the CITY.
  - J. The Environmental Document for the PROJECT has been prepared by COUNTY and approved by Caltrans.
- 14 K. The COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT,

  15 ALTERNATE 1 and ALTERNATE 2 are to be administered, engineered, coordinated, managed, constructed

  16 and funded.
  - L. Estimated costs for the CITY and COUNTY share of PROJECT, ALTERNATE 1 and ALTERNATE 2 are shown in Exhibit B.

AGREEMENT

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

### **SECTION 1 • COUNTY AGREES:**

To complete, or cause to be completed, detailed plans and specifications documents for the PROJECT,
ALTERNATE 1 and ALTERNATE 2, and secure all necessary construction permits from the regulatory
agencies. The COUNTY has received approval from Caltrans Division of Local Assistance for the HSIP
funding.

available.

- 2. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond the funds available as shown in Exhibit "B" as COUNTY SHARE, attached hereto and incorporated by this reference, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, ALTERNATE 1 and/or ALTERNATE 2, if funds are no longer
  - 3. To perform activities required to acquire necessary right-of-entry for the PROJECT including appraisals, if necessary.
- 4. To coordinate utility relocations for the PROJECT, ALTERNATE 1 and ALTERNATE 2.
- 5. To advertise, award and administer a public works contract for the construction of the PROJECT,

  ALTERNATE 1 and ALTERNATE 2 in accordance with the Local Agency Public Contract Code, Federal

  Regulations, the California Labor Code, STATE requirements and in accordance with an encroachment

  permit issued by CITY.
- 6. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT,

  ALTERNATE 1 and ALTERNATE 2. The Resident Engineer shall be independent of the construction contractor.
  - 7. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the plans and specifications.
- 8. To construct the PROJECT, ALTERNATE 1 and ALTERNATE 2 in accordance with approved plans and specifications.
- 9. To provide quantities and accounting for ALTERNATE 1 and ALTERNATE 2 for the CITY.
- 10. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
  - 11. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT,

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### **SECTION 2 • CITY AGREES:**

the financial reconciliation.

Compensation Insurance.

- 1. To be responsible for the funding of ALTERNATE 1 and ALTERNATE 2 as shown on Exhibit "B".
- 2. To deposit with COUNTY, prior to awarding construction contract thereof, ninety percent (90%) of the total estimated costs for which CITY is responsible for paying, as shown on Exhibit "B", with the remaining balance paid to the County upon completion and acceptance of the PROJECT.

ALTERNATE 1 and ALTERNATE 2 construction contract, a policy of General 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, agents and employees as

additionally insured. The COUNTY shall also require the COUNTY's contractor to maintain Worker's

12. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all contract

13. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and

acceptance of the PROJECT, ALTERNATE 1 and ALTERNATE 2 construction contract. If final costs

associated with the CITY's improvements are in excess of the deposit provided in Section 2, COUNTY shall

include a final bill with the financial reconciliation. If final costs associated with the CITY's improvements are

less than the deposit provided in Section 2, COUNTY shall include a reimbursement for the difference with

and acceptance of the PROJECT, ALTERNATE 1 and ALTERNATE 2 construction contract.

records, including survey documents, within three hundred and sixty-five (365) days following the completion

- 3. To provide at no cost to the PROJECT, ALTERNATE 1, ALTERNATE 2 or COUNTY, oversight of the PROJECT, ALTERNATE 1 and ALTERNATE 2, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT, ALTERNATE 1 and ALTERNATE 2.
- 4. To issue, at no cost to the PROJECT, ALTERNATE 1 and ALTERNATE 2, COUNTY, or its consultants and contractors, upon proper application by the COUNTY or COUNTY's consultants or contractors, an

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### **SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:**

The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.

ALTERNATE 1 and ALTERNATE 2.

10 2. The total cost to complete construction of PROJECT, ALTERNATE 1 and ALTERNATE 2, includes surveying, 11 inspection, and materials testing.

encroachment permit authorizing entry onto CITY's right-of-way to perform construction, survey and other

investigative activities required for preparation of Environmental, PS&E, and construction of the PROJECT,

5. To provide at no cost to the PROJECT, ALTERNATE 1 and ALTERNATE 2 or COUNTY, a representative to

ALTERNATE 1 and ALTERNATE 2 and to verify facilities are constructed as required by this Agreement.

coordinate and assist the COUNTY's Resident Engineer during the construction of the PROJECT,

- 12 CITY agrees to budget for its full share of ALTERNATE 1 and/or ALTERNATE 2 at the start of the 2014/2015 13 fiscal year.
  - The COUNTY and CITY acknowledge and agree in the event that adequate funds are not available to complete the PROJECT, ALTERNATE 1 and ALTERNATE 2, COUNTY and CITY will meet and confer and collectively work to identify funding.
  - 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
  - The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT, ALTERNATE 1 and ALTERNATE 2 within CITY.
  - 7. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, CITY shall have the option to terminate this Agreement upon 90 days written notice to COUNTY.
  - In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon 90 days written notice to CITY.

9. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.

- 10. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold CITY 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 the COUNTY under or in connection with any work, authority or jurisdiction delegated to the COUNTY under this Agreement.
- 11. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, CITY shall fully indemnify and hold the COUNTY 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affects 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.
- 13. 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.
- 14. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties and no oral understanding or agreement not incorporated herein shall be binding on either party hereto.

- 15. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable. In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid. unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect the remainder of the Agreement, which shall continue in full force and effect.
- 16. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.
- 17. The COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final payment, all records and accounts relating to the PROJECT, ALTERNATE 1 and ALTERNATE 2.
- 18. All notices permitted or required under this Agreement shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise delivered to the addresses set forth below, or at such other address as the respective parties may provide in writing for this purpose:

### COUNTY

CITY

City Manager

Director of Transportation and Land Management

County of Riverside

Transportation Department

4080 Lemon Street, 8th Floor

Riverside, CA 92502

City of Jurupa Valley

8304 Limonite Avenue, Suite M

Jurupa Valley, CA 92509

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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.

### **APPROVALS**

TALO
CITY Approvals
APPROVED BY:
STEPHEN C. HARDING PRINTED NAME CITY MANAGER
APPROVED AS TO FORM:
PETER M. THOR SON PRINTED NAME COUNSEL
ATTEST:  Ollovia (15/2)  Victoria Wasko City Clerk

### **EXHIBIT A**

### **PROJECT LOCATION**

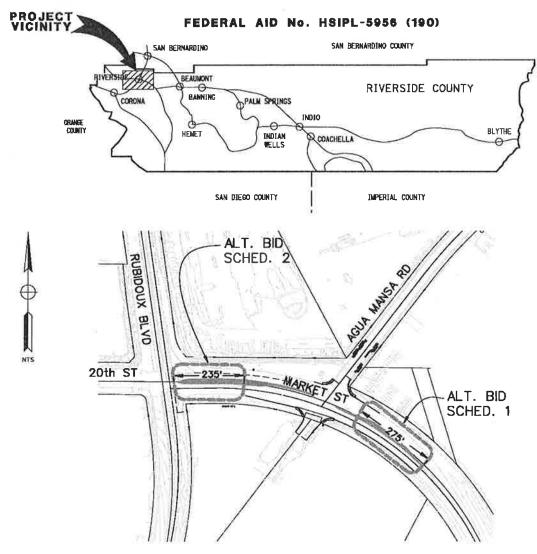
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### AGUA MANSA ROAD AND MARKET STREET

TRAFFIC SIGNAL AND STREET IMPROVEMENT PROJECT

IN THE CITY OF JURUPA VALLEY

PROJECT No. B6-0459



VICINITY MAP
TOWNSHIP 2 SOUTH RANGE 5 WEST SECTION 10
COUNTY ROAD BOOK PAGE No. 12

### **EXHIBIT B**

### **ESTIMATED COSTS**

TACK	CITY CHAPE	COUNTY CHART	TOTAL
TASK	CITY SHARE	COUNTY SHARE	TOTAL
Construction	n/a	\$ 670,000	\$ 670,000
Construction Engineering & Construction Survey	n/a	\$ 132,000	\$ 132,000
TOTALS	n/a	\$ 802,000	\$ 802,000

PROJECT + ALTERNATE 1					
TASK	CITY SHARE	COUNTY SHARE	TOTAL		
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Construction Engineering & Construction Survey	\$ 25,000	\$ 132,000	\$ 157,000		
TOTALS	\$ 189,000	\$ 802,000	\$ 991,000		
90% Deposit	\$ 170,100	1			

PROJECT + ALTERNATE 2				
TASK	CITY SHARE	COUNTY SHARE	TOTAL	
Construction	\$ 133,000	\$ 670,000	\$ 803,000	
Construction Engineering & Construction Survey	\$ 20,000	\$ 132,000	\$ 152,000	
TOTALS	\$ 153,000	\$ 802,000	\$ 955,000	
90% Deposit	\$ 137,700			

PROJECT + ALTERNATE 1 & 2				
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