

FORM APPROVED COUNTY COUNSEL 3/18/15
 BY: GREGORY P. PRIAMOS DATE

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

399 A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 12, 2015

SUBJECT: Cooperative Agreement by and between the County of Riverside and the City of Jurupa Valley for Troth Street and Pyrite Street Sidewalk Improvements. 2nd District; [\$383,000]; Local 100%.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between the County of Riverside and the City of Jurupa Valley for Troth Street and Pyrite Street Sidewalk Improvements; and
2. Authorize the Chairman of the Board to execute the same.

Departmental Concurrence

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 383,000	\$ 383,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Jurupa Valley (100%). There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 15/16

C.E.O. RECOMMENDATION:

APPROVE

BY:
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.:

District: 2

Agenda Number:

3-38

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement by and between County of Riverside and City of Jurupa Valley for the Troth Street and Pyrite Street Sidewalk Improvements. 2nd District; [\$383,000]; Local 100%

DATE: March 12, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

In May 2014, the City of Jurupa Valley (City) applied for Alternative Transportation Program (ATP) funds for two Safe Routes to School projects in the City. The first project included sidewalk, street crossings, and other related improvements on Troth Street between 58th Street and Jurupa Road. The second project included sidewalk, street crossings, bicycle lanes, and other related improvements on Pyrite Street between Galena Avenue and Mission Boulevard. In August 2014, the City was notified that both projects successfully competed and would be awarded grants for the design and construction phases of the projects.

In November 2014, Caltrans notified the City that they did not have authority to administer these two sidewalk projects. The City is required to have a Master Agreement in place with Caltrans, which would grant them the ability to obtain federal funds for City roads. The City does not have a Master Agreement in place with Caltrans at this time. Due to the short time frame given to complete the sidewalk projects, and the time needed for the City to obtain authority through Caltrans to independently work on the project, Caltrans and the City desire to have the County perform the work to design and construct the project improvements. The County has extensive experience in the development and implementation of similar types of projects involving federal and state funds and has an executed Master Agreement with Caltrans.

This Cooperative Agreement between the County and the City outlines each agency's responsibilities for the completion of the environmental, design, and construction phases of the project and outlines the funding responsibilities for both the Troth Street and Pyrite Street sidewalk improvement projects. The City will fund 100% of the project costs. In addition, this Cooperative Agreement designates the County as the lead agency to complete the project development phase, perform right-of-way activities, and utility relocation work and to advertise, award, and administer the construction contract and outlines the terms and conditions of cooperation between the County and the City. This agreement will be amended in the future once the right-of-way, utility relocation, and construction costs are established.

This Cooperative Agreement was approved by the Jurupa Valley City Council on March 5, 2015, Agenda Item 13.I.

Impact on Residents and Businesses

The proposed improvements will improve safety, reduce traffic congestion, and enhance operational efficiency around Troth Street Elementary School and Glen Avon Elementary School, consistent with the City's General Plan Circulation Plan (adopted July 1, 2011).

SUPPLEMENTAL:

Additional Fiscal Information

In addition to City local funds, both sidewalk projects will be receiving ATP funds for the design and construction phases of the projects. The City will deposit \$383,000, which is 100% of the design cost. The County will submit invoices to Caltrans for reimbursement and reimburse the City for any amount over and above their local match contribution. The City and the County will amend this agreement to include future costs for utility relocation, right-of-way acquisition, and construction.

Contract History and Price Reasonableness

N/A

SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF JURUPA VALLEY

FOR

TROTH STREET AND PYRITE STREET SIDEWALK IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2015, by and between the County of Riverside, (hereinafter "COUNTY"), the City of Jurupa Valley, (hereinafter "CITY") for the design and construction of Troth Street and Pyrite Street sidewalk projects located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. The Troth Street Elementary School is located on Troth Street between 58th Street and Jurupa Road. The main entrance to the school is located on Troth Street. Troth Street serves as the primary loading and unloading zone for parents driving their children and for students walking or bicycling to school.
- B. Troth Street is an existing two-lane facility (one lane in each direction) and lacks continuous curb, gutter and sidewalk on both sides of the street between 58th Street and Jurupa Road.
- C. The proposed improvements on Troth Street will extend the existing curb, gutter and sidewalk along the west side from its current terminus at 54th Street to Jurupa Road and on the east side from 58th Street to Jurupa Road. ADA compliant ramps at all intersection along the project and an enhanced crosswalk at the intersection of Troth Street and 56th Street, including solar LED flashers and pedestrian push button, will be designed and constructed (hereinafter "PROJECT 1"). The Location of PROJECT 1 is shown in Exhibit "A".
- D. The Glen Avon Elementary School is located on Pyrite Street and access into the school is limited to Pyrite Street. All student ingress and egress activities including parent pick up and drop off and students walking or bicycling to school are concentrated on Pyrite Street.
- E. Pyrite Street is an existing 4-lane Major Arterial facility (2 lanes in each direction) and lacks continuous curb, gutter and sidewalk on both sides of the street between Mission Boulevard and Galena Street.
- F. The proposed improvements on Pyrite Street will extend the existing curb, gutter and sidewalk on the

1 east side of the street from its existing terminus just north of Glen Avon Elementary School to Mission
2 Boulevard and install new sidewalk on the west side of the street between Mission Boulevard and Galena
3 Street. ADA compliant ramps at all intersection along the project will be installed and an enhanced
4 crosswalk at the intersection of Pyrite Street and Cassidy Circle, including solar LED flashers and
5 pedestrian push button, will be designed and constructed (hereinafter "PROJECT 2"). The Location of
6 PROJECT 2 is shown in Exhibit "B".

7 G. The Troth Street Sidewalk project and Pyrite Street Sidewalk project are sometimes hereinafter referred
8 to collectively as "PROJECTS".

9 H. CITY in collaboration with Jurupa Unified School District (JUSD) identified Pyrite Street and Troth Street
10 Sidewalk projects as high priority projects and were successful securing Safe Route to Schools project
11 grant under Active Transportation Program (ATP) program administered by the State.

12 I. Although the PROJECTS are located within the jurisdictional boundaries of CITY, the CITY desires to
13 designate the COUNTY as the lead agency for the overall development and implementation of the
14 PROJECTS, since COUNTY has extensive experience in the development and implementation of similar
15 type of projects involving Federal and State agencies. COUNTY will therefore provide the administrative,
16 technical, managerial, and support services necessary for the development and implementation of the
17 PROJECTS.

18 J. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be
19 administered, engineered, coordinated, constructed, managed, financed and maintained.

20 **AGREEMENT**

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

23 **SECTION 1 • COUNTY AGREES:**

24 1. To act as the lead agency on behalf of the CITY for the overall development and implementation of the
25 PROJECTS. The COUNTY is providing services on a reimbursable basis and has no obligation to any
26 portion of the PROJECTS. Nothing in this agreement is intended to commit the COUNTY to provide
27 replacement funding for any anticipated funding or to continue with the PROJECTS, if funds are no longer
28 available.

29 2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECTS and submit to CITY

1 for review and approval at appropriate stages of development. Final plans for improvements shall be
2 prepared to CITY standards, and signed by a Civil Engineer registered in the State of California.
3 Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit
4 construction bids until CITY has approved the PROJECTS PS&E documents.

- 5 3. To review the Environmental Clearance Document prepared by CITY.
- 6 4. To prepare right of entry and right of way documents in compliance with all applicable State and Federal
7 laws and regulations. Conduct property acquisition activities, negotiations with property owners, and all
8 pertinent eminent domain activities.
- 9 5. To identify and locate all utility facilities within the limits of the PROJECTS as part of its PROJECTS
10 design responsibility. If any existing public and/or private utility facilities conflict with PROJECTS
11 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
12 protection, relocation, or removal. All utility facilities shall be identified on the PROJECTS plans and
13 specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its
14 contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment
15 permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and
16 cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's
17 right-of-way. In the case that any utility companies are determined to have prior rights, the cost of
18 relocating utilities shall be borne by the CITY.
- 19 6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
20 for the purposes of constructing PROJECT.
- 21 7. To advertise, award and administer a public works contract for the construction of the PROJECTS in
22 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
23 requirements, laws or regulations, including but not limited to the local agency public construction codes,
24 California Labor Code, and California Public Contract Code, and in accordance with the encroachment
25 permits issued by CITY.
- 26 8. To furnish a representative to perform the function of Resident Engineer during construction of
27 PROJECTS.
- 28 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction
29 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction

1 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and
2 other inspection and staff services necessary to assure that the construction is performed in accordance
3 with the PS&E documents.

4 10. To construct the PROJECTS in accordance with approved PS&E documents.

5 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract
6 bid amount for PROJECT improvements that are located within the jurisdictional boundaries of the CITY
7 to CITY for review and approval prior to final authorization by COUNTY.

8 12. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all
9 contract records, including survey documents, within three hundred and sixty-five (365) days following the
10 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans
11 are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.

12 13. To submit invoices to the State requesting reimbursement from the Safe Route to Schools project grant
13 under Active Transportation Program (ATP) program, as detailed in Exhibit "C".

14 14. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
15 of each Task (as shown on Exhibit "C") and/or the completion and acceptance of the PROJECTS
16 construction contract. If final costs associated with the CITY's improvements are in excess of the deposit
17 provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs
18 associated with the CITY's improvements are less than the deposit provided in Section 2, COUNTY shall
19 include a reimbursement for the difference with the financial reconciliation.

20 **SECTION 2 • CITY AGREES:**

21 1. To fund one hundred percent (100%) of the cost of the PROJECTs as shown in Exhibit "C". CITY agrees
22 that should unforeseen circumstances arise which result in an increase of any costs over those shown in
23 Exhibit "C", CITY will in good faith amend this Agreement to include any such costs under this
24 Agreement.

25 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, three
26 hundred eighty-three thousand dollars (\$383,000)(the "Deposit"), which represents one hundred percent
27 (100%) of the costs for the preparation of the PS&E, preliminary survey, right of entry and right of way
28 documents and utility coordination for the PROJECTS as provided in Exhibit "C".

29 3. To prepare an environmental document and to obtain necessary environmental clearances in accordance

1 with the California Environmental Quality ACT (CEQA).

- 2 4. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
3 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and
4 other field activities required for preparation of the PS&E, utility coordination, right of way acquisition, and
5 construction of the PROJECTS.
- 6 5. Provide a representative to coordinate with the COUNTY's Project Manager during the development and
7 the construction of PROJECTS, and to verify facilities are constructed as required by this Agreement, if
8 applicable.
- 9 6. To provide at no cost to the PROJECTS, oversight of the PROJECTS, to provide prompt reviews and
10 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the
11 PROJECT.
- 12 7. To provide at no cost to the PROJECTS, a representative to coordinate and assist the COUNTY's
13 Resident Engineer during the construction of the PROJECTS and to verify facilities are constructed as
14 required by this Agreement.
- 15 8. Pay all invoices submitted by COUNTY for PROJECTS costs within 30 calendar days of receipt.

16 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 17 1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the PROJECT
18 will be the sole responsibility of CITY. Nothing in this agreement is intended to commit the COUNTY to
19 funding any portion of the PROJECT, or shall be construed as obligating the COUNTY to provide
20 replacement funding for any anticipated funding or to continue with the PROJECTS, if funds are no longer
21 available. In the event that adequate funds are not available to move forward or to complete PROJECT,
22 PARTIES agree to meet and confer and collectively work to identify adequate funding for PROJECT.
- 23 2. The total cost for the preparation of the PS&E, preliminary survey, environmental clearance document
24 review, right of entry and right of way documents and utility coordination is estimated to be \$383,000 as
25 detailed in Exhibit "C".
- 26 3. COUNTY shall not be obligated to commence with the start of the design phase of the PROJECTS until
27 after receipt of CITY's deposit as required in Section 2 AND authorization by the CTC to allocate funding
28 for the PE phase of the Projects..
- 29 4. Prior to the acquisition of any real property, utility relocations (determined to be the funding responsibility

1 of the CITY) and the construction of the PROJECTS, CITY AND COUNTY will execute an amendment to
2 this agreement to provide funding for the completion of these activities.

3 5. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than
4 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the
5 contract.

6 6. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate
7 Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after
8 thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon,
9 this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred
10 costs in accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1).
11 COUNTY shall reimburse CITY within forty five (45) days of termination.

12 7. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not
13 be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such
14 work has been issued by CITY.

15 8. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
16 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
17 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
18 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
19 each policy shall be required which name CITY, its officers, agents and employees, as additionally
20 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation
21 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and
22 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of
23 construction.

24 9. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
25 be automatically vested with the jurisdiction in which the improvements reside and no further agreement
26 will be necessary to transfer ownership.

27 10. CITY shall be responsible for the maintenance of the improvements provided by PROJECT except as
28 specified in this Agreement or future agreements.

29 11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed

1 by all parties and no oral understanding or agreement not incorporated herein shall be binding on each
2 party hereto.

3 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
4 occurring by reason of anything done or omitted to be done by CITY under or in connection with any
5 work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant
6 to Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any
7 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of
8 anything done or omitted to be done by CITY under or in connection with any work, authority or
9 jurisdiction delegated to CITY under this Agreement.

10 13. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring
11 by reason of anything done or omitted to be done by COUNTY under or in connection with any work,
12 authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to
13 Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability
14 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done
15 or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction
16 delegated to COUNTY under this Agreement.

17 14. In the event that CITY defaults in the performance of any of its obligations under this Agreement or
18 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
19 terminate this Agreement upon 90 days written notice to CITY.

20 15. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
21 PROJECTS for a period of minimum three (3) years from the date of Notice of Completion of the
22 PROJECT.

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

25 COUNTY:

26 Riverside County Transportation Department

27 Attn: Patty Romo, Assistant Director of Transportation

28 4080 Lemon Street, 8th Floor

29 Riverside, CA 92501

CITY:

City of Jurupa Valley

Attn: Jim Smith, City Engineer

8304 Limonite Avenue Suite "M"

Jurupa Valley, CA 92509

Troth Street and Pyrite Street Sidewalk Improvements

Phone: (951) 955-6740

Phone: (951) 332-6464

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APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

 Dated: 3/18/15

JUAN C. PEREZ
Director of Transportation and Land Management

APPROVED AS TO FORM:

COUNTY COUNSEL

 Dated: 3/18/15
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

Marion Ashley
PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____


KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Cooperative Agreement

CITY OF JURUPA VALLEY Approvals

APPROVED BY:

 Dated: 3/5/2015

Gary S. Thompson
PRINTED NAME

City Manager

APPROVED AS TO FORM:

 Dated: 3/5/2015

Peter M. Thorson
PRINTED NAME

City Attorney

ATTEST:

 Dated: 3/5/2015

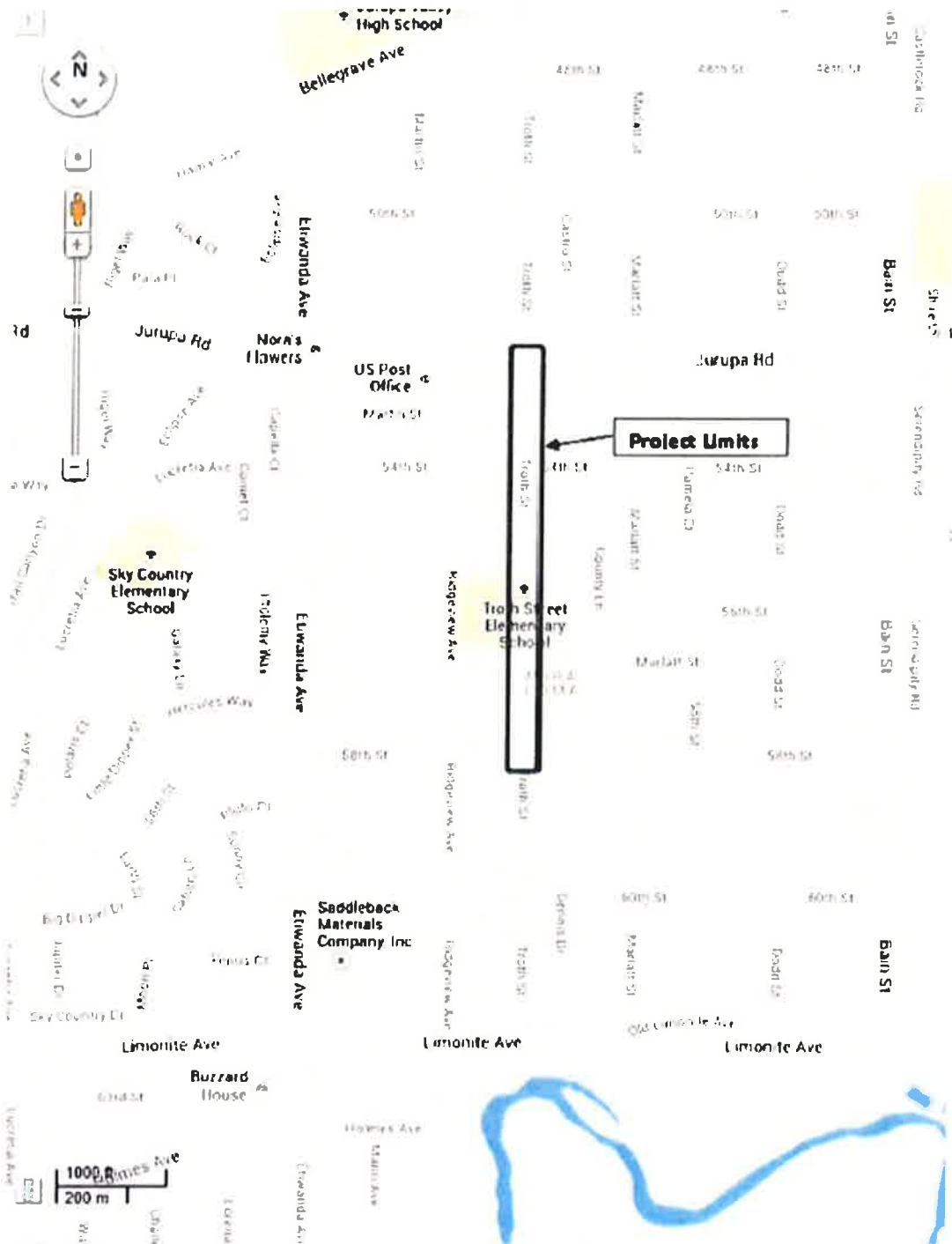
Victoria Wasko, CMC
PRINTED NAME

City Clerk

EXHIBIT A • VICINITY/PROJECT MAP

LOCATION 1

TROTH STREET SIDEWALK IMPROVEMENTS

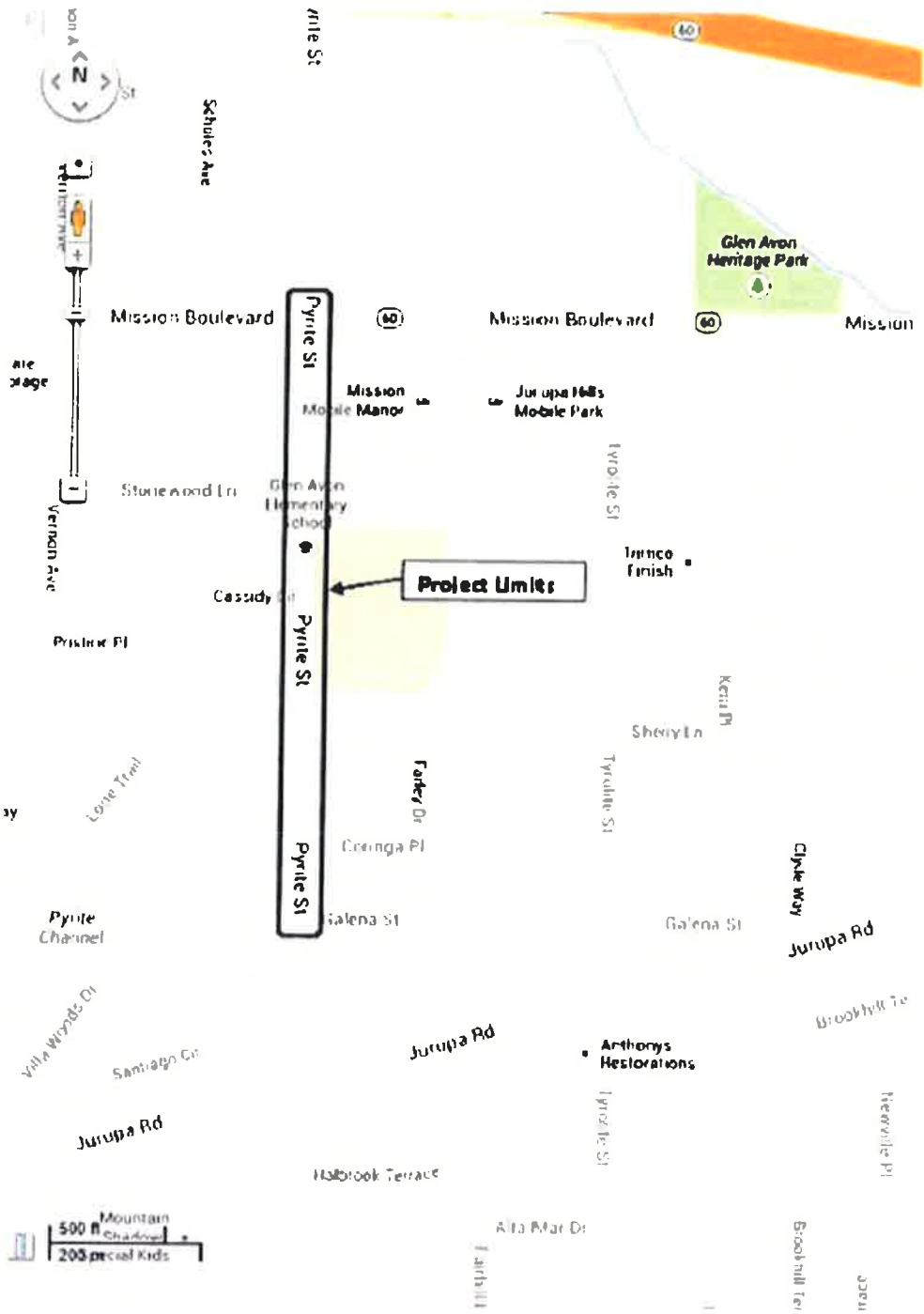


Troth Street Project Vicinity Map

EXHIBIT B • VICINITY/PROJECT MAP

LOCATION 2

PYRITE STREET SIDEWALK IMPROVEMENTS



Pyrite Street Project Vicinity Map

EXHIBIT C • PROJECT BUDGET

COST ESTIMATE:**LOCATION 1: TROTH STREET SIDEWALK IMPROVEMENTS**

TASK	ATP GRANT FUNDS	CITY FUNDS	TOTAL
PS&E, Preliminary Survey, Environmental Clearance Document Review, Right of Entry and Right of Way Documents and Utility Coordination	\$125,000	\$108,000	\$ 233,000
Right of Way Acquisition	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Utility Relocation (non-prior rights)	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Construction, Construction Management & Inspection, Survey	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
TOTAL COST	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment

LOCATION 2: PYRITE STREET SIDEWALK IMPROVEMENTS

TASK	ATP GRANT FUNDS	CITY FUNDS	TOTAL
PS&E, Preliminary Survey, Environmental Clearance Document Review, Right of Entry and Right of Way Documents and Utility Coordination	\$133,000	\$17,000	\$ 150,000
Right of Way Acquisition	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Utility Relocation (non-prior rights)	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Construction, Construction Management & Inspection, Survey	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
TOTAL COST	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment

TOTAL: LOCATION 1 AND LOCATION 2

TASK	ATP GRANT FUNDS	CITY FUNDS	TOTAL
PS&E, Preliminary Survey, Environmental Clearance Document Review, Right of Entry and Right of Way Documents and Utility Coordination	\$258,000	\$125,000	\$ 383,000
Right of Way Acquisition	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Utility Relocation (non-prior rights)	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
Construction, Construction Management & Inspection, Survey	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment
TOTAL COST	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment	To Be Determined and Added by Amendment