

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 5/11/16

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

907



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 April 18, 2016

SUBJECT: Approval of the Service Agreement by and between the County of Riverside and the City of Jurupa Valley for the Van Buren Boulevard Pavement Rehabilitation Project – Phase 1A. 2nd District; [\$836,000 – Total Cost]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreement by and between the County of Riverside (County) and the City of Jurupa Valley (City) for the Van Buren Boulevard Pavement Rehabilitation Project – Phase 1A; 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

JCP:jjr:sb

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 38,000	\$ 798,000	\$ 836,000	\$ 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 & 16/17

C.E.O. RECOMMENDATION:

APPROVE
 BY: 
 Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: District: 2 **Agenda Number:**

3-77

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

FORM 11: Approval of the Service Agreement by and between the County of Riverside and the City of Jurupa Valley for the Van Buren Boulevard Pavement Rehabilitation Project – Phase 1A. 2nd District; [\$836,000 – Total Cost]; Local Funds 100%

DATE: April 18, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

The City is proposing to rehabilitate damaged pavement on Van Buren Boulevard between Limonite Avenue and 56th Street. The Project is eligible for federal funds for the construction phase of the project; however the City does not have authority to obtain federal funds for projects. The City is required to have a Master Agreement in place with the California Department of Transportation (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. Caltrans and the City desire to have the County perform the work to secure the federal funding, advertise, award, and administer the construction of the Van Buren rehabilitation project. The County has extensive experience in the development and implementation of similar types of projects involving federal and state funds and has a Master Agreement with Caltrans.

This Service 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 the project. The City will fund 100% of the project costs. This Service Agreement designates the County as the lead agency to secure the federal funds, advertise, award, and administer the construction contract, and the City as the lead agency to prepare the environmental document and design plans.

This Service Agreement was approved by the Jurupa Valley City Council on February 18, 2016, Agenda item 14.5.

Project Number: C6-0087

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for traffic on Van Buren Boulevard.

SUPPLEMENTAL:

Additional Fiscal Information

The City of Jurupa Valley will be responsible for 100% of the Van Buren Pavement Project costs.

The will be no net County costs.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map

Agreement



Map created June 24, 2013. G:\2013\13-0156\GIS\Footprint.mxd

Sources: Eagle Aerial, March, 2012.

Footprint Map

Van Buren Boulevard Pavement Rehabilitation Project - Phase 1A



0 400 800 1,200 Feet

Van Buren Blvd Pavement Rehabilitation Project – Phase 1A Services

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SERVICE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF JURUPA VALLEY

FOR

VAN BUREN BOULEVARD PAVEMENT REHABILITATION PROJECT – PHASE 1A

This Agreement is entered into this _____ day of _____, 2016, by and between the County of Riverside, (hereinafter "COUNTY") and the City of Jurupa Valley, (hereinafter "CITY") for the COUNTY services for the pavement rehabilitation of a portion of Van Buren Boulevard 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 CITY Pavement Management Program includes a project for the rehabilitation of damaged pavement on Van Buren Boulevard from Limonite Avenue to 56th Street, (hereinafter "PROJECT") and is shown on Exhibit "A".
- B. CITY submitted and was granted funding for PROJECT under the Federal Surface Transportation Program (STP). Funding for the PROJECT is included in the 2013 Federal Statewide Transportation Improvement Program (STP) that was submitted by Caltrans and approved by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA).
- C. The total PROJECT cost is estimated at \$836,000.00 with \$387,000.00 allocated from STP funds and \$449,000.00 from local funds (CITY).
- D. To secure the STP funding, the PROJECT must receive environmental clearance from Caltrans. The pavement rehabilitation is assumed to qualify for a Categorical Exemption per the California Environmental Quality Act (CEQA) Guidelines and a National Environmental Quality Act (NEPA) Categorical Exclusion from Caltrans.
- E. A draft Preliminary Environmental Study (PES) has been prepared by CITY's consultant, Albert A. Webb Associates for submittal to Caltrans to begin the environmental review process.
- F. The initial step in the Caltrans environmental review process is to obtain a Federal Identification Number.

1 CITY does not yet have a Master Agreement with Caltrans or a Federal Identification Number and Local
2 Agency Code (LOCODE).

3 G. To assist CITY to secure the STP funding, COUNTY will act as the Lead Administrator on behalf of CITY
4 and obtain the Federal Identification Number and submit the PES to Caltrans to begin the environmental
5 review process. The PES will determine if there are any additional environmental technical studies
6 required by Caltrans for the PROJECT.

7 H. As the Lead Administrator, COUNTY assumes the responsibilities associated with obtaining the STP
8 funding including compliance with DBE requirements in the construction phase of the project. As the
9 Lead Administrator, COUNTY is subject to audits for three years after final acceptance of the project.

10 I. Upon CITY and COUNTY approval of this Agreement, COUNTY will request the STP be amended
11 designating COUNTY as the project Administrator.

12 J. COUNTY has extensive experience with the requirements to obtain federal funds and comply with DBE
13 requirements for the construction phase of the PROJECT. COUNTY will therefore provide the
14 administrative, technical, managerial and support services necessary for the funding approval and
15 construction of the PROJECT.

16 K. COUNTY will process the PES and associated environmental documents for approval by Caltrans. Any
17 additions or changes to the PES, or additional environmental documents will be the responsibility of the
18 CITY.

19 L. The PROJECT is entirely within the jurisdictional boundaries of the CITY and the funding requires the
20 environmental document and, the CEQA NOE, be approved by the City.

21 M. A Right of Way Certification (Exhibit 13-A, Short Form) is required for federal funding approval and will be
22 prepared by the County Surveyor.

23 N. Street improvement plans and cost estimates have been prepared by the CITY's consultant, Albert A.
24 Webb Associates. Any additions or changes to the Street Improvement plans will be the responsibility of
25 the CITY or CITY consultants.

26 O. COUNTY will prepare Specifications, Special Provisions, and the bid package using the Street
27 Improvement plans prepared by CITY's consultant, in compliance with STP funding requirements.

28 P. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be
29 administered, coordinated, and constructed.

1 **AGREEMENT**

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

4 **SECTION 1 • COUNTY AGREES:**

- 5 1. To act as the Lead Administrator on behalf of the CITY for the overall approval and construction of the
6 PROJECT. The COUNTY is providing services on a reimbursable basis and has no obligation to fund
7 any portion of the PROJECT. Nothing in this Agreement is intended to commit the COUNTY to provide
8 replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer
9 available.
- 10 2. To provide a Project Manager to coordinate with CITY's Project Manager for the processing and
11 approvals of the PROJECT.
- 12 3. To prepare Specifications, Special Provisions, and bid package in compliance with funding requirements
13 for the PROJECT.
- 14 4. To assemble a complete PS&E package for CITY to review and approve. Final improvement plans and
15 cost estimates shall be provided by CITY, and signed by a Civil Engineer registered in the State of
16 California. COUNTY shall not solicit construction bids until CITY has approved the PROJECT PS&E
17 documents.
- 18 5. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way
19 for the purposes of constructing PROJECT.
- 20 6. To advertise, award and administer a public works contract for the construction of the PROJECT in
21 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
22 requirements, laws or regulations, including but not limited to the local agency public construction codes,
23 California Labor Code, and California Public Contract Code, and in accordance with the encroachment
24 permits issued by CITY.
- 25 7. To furnish a representative to perform the function of Resident Engineer during construction of
26 PROJECT.
- 27 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction
28 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction
29 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and

1 other inspection and staff services necessary to assure that the construction is performed in accordance
2 with the PS&E documents.

3 9. To construct the PROJECT in accordance with approved PS&E documents.

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

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

11 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
12 and acceptance of the PROJECT construction contract. If final costs associated with the CITY's
13 improvements are in excess of the "Deposit 2" provided in Section 2, COUNTY shall include a final bill
14 with the financial reconciliation. If final costs associated with the CITY's improvements are less than the
15 "Deposit 2" provided in Section 2, COUNTY shall include a reimbursement for the difference with the
16 financial reconciliation.

17 **SECTION 2 • CITY AGREES:**

18 1. To fund one hundred percent (100%) of the cost of the PROJECT beyond the Federal Funds as shown in
19 Exhibit "B". CITY represents that sufficient funds have been reserved for the PROJECT pursuant to
20 Government Code section 23008. CITY agrees that should unforeseen circumstances arise which result
21 in an increase of any costs over those shown in Exhibit "B", CITY will in good faith amend this Agreement
22 to include any such costs under this Agreement, otherwise this Agreement shall be considered
23 terminated.

24 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, Thirty
25 Eight Thousand dollars (\$38,000) ("Deposit 1"), which represents one hundred percent (100%) of the
26 costs for the COUNTY Bidding Phase services, as provided in Exhibit "B" .

27 3. To deposit with COUNTY, prior to COUNTY approval to award the construction contract, and upon written
28 request by COUNTY, Seven Hundred and Ninety Eight Thousand dollars (\$798,000) ("Deposit 2"), which
29 represents one hundred percent (100%) of the costs for the COUNTY Construction Phase services,

1 including construction and construction contingency as provided in Exhibit "B".

2 4. To provide the Preliminary Environmental Study (PES) to begin the environmental review process. Any
3 environmental technical studies required by Caltrans and any additions or changes to the PES will be the
4 responsibility of the CITY.

5 5. To provide signed Street improvement plans and cost estimates. Any additions or changes to the Street
6 Improvement plans and cost estimates will be the responsibility of the CITY.

7 6. To submit the environmental document, the CEQA NOE to the Jurupa Valley Director of Public Works for
8 approval.

9 7. To identify and locate all utility facilities within the limits of the PROJECT as part of its PROJECT design
10 responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction,
11 CITY shall make all necessary arrangements with the owners of such facilities for their protection,
12 relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications,
13 and conflicting utilities shall be denoted. CITY shall require the utility owner and/or its contractors
14 performing the relocation work within CITY's right of way to obtain an encroachment permit prior to the
15 performance of said relocation work. CITY shall establish prior rights related to utility encroachments in
16 right-of-way. In the case that any utility companies are determined to have prior rights, the cost of
17 relocating utilities shall be borne by the CITY.

18 8. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
19 contractor, an encroachment permit authorizing entry onto CITY's right-of-way to perform all surveys and
20 other field activities required for preparation of the PS&E, and construction of the PROJECT.

21 9. Provide a representative to coordinate with the COUNTY's Project Manager during the development and
22 the construction of PROJECT, and to verify facilities are constructed as required by this Agreement, if
23 applicable.

24 10. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and
25 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the
26 PROJECT.

27 11. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident
28 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by
29 this Agreement.

12. Pay all invoices submitted by COUNTY for PROJECT costs within 30 calendar days of receipt.

13. Pay all invoices submitted by COUNTY for costs associated with outside agency audits of PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the PROJECT.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the PROJECT will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for PROJECT.

2. The total cost for the COUNTY Bidding Phase services is estimated to be \$38,000.00 as detailed in Exhibit "B".

3. The total cost for the COUNTY Construction Phase services, including construction and construction contingency, is estimated to be \$798,000.00 as detailed in Exhibit "B".

4. COUNTY shall not be obligated to commence with the COUNTY services for the PROJECT until after COUNTY Board of Supervisors approval of this Agreement.

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

6. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent. COUNTY bears no costs whatsoever and shall return the remaining "Deposit 2" to CITY within forty five (45) days of termination, after deducting its cost to date of termination.

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

8. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the

1 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily
2 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
3 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to
4 each policy shall be required which name CITY, its officers, agents and employees, as additionally
5 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation
6 Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and
7 Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of
8 construction.

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

12 10. CITY shall be responsible for the maintenance of the improvements provided by PROJECT.

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

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

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

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

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

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

9 COUNTY:

10 Riverside County Transportation Department

11 Attn: Patty Romo, Assistant Director of Transportation

12 4080 Lemon Street, 8th Floor

13 Riverside, CA 92501

14 Phone: (951) 955-6740

CITY:

City of Jurupa Valley

Attn: Jim Smith, City Engineer

8930 Limonite Avenue

Jurupa Valley, CA 92509

Phone: (951) 332-6464

APPROVALS

COUNTY Approvals

CITY OF JURUPA VALLEY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

 Dated: 5/14/16

 Dated: 2/18/16

JUAN C. PEREZ
Director of Transportation and Land Management

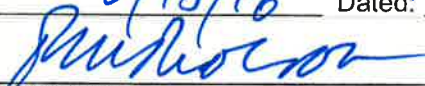
Laura Roughton
PRINTED NAME
Mayor

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

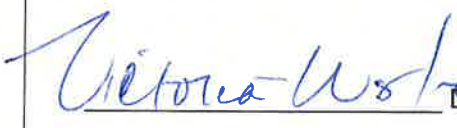
 Dated: 5/27/16
GREGORY P. PRIAMOS

2/18/16 Dated: 2/18/16

PRINTED NAME
City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

_____ Dated: _____

 Dated: 2/18/16

John Benoit
PRINTED NAME
Chairman, Riverside County Board of Supervisors

Victoria Wasko
PRINTED NAME
City Clerk

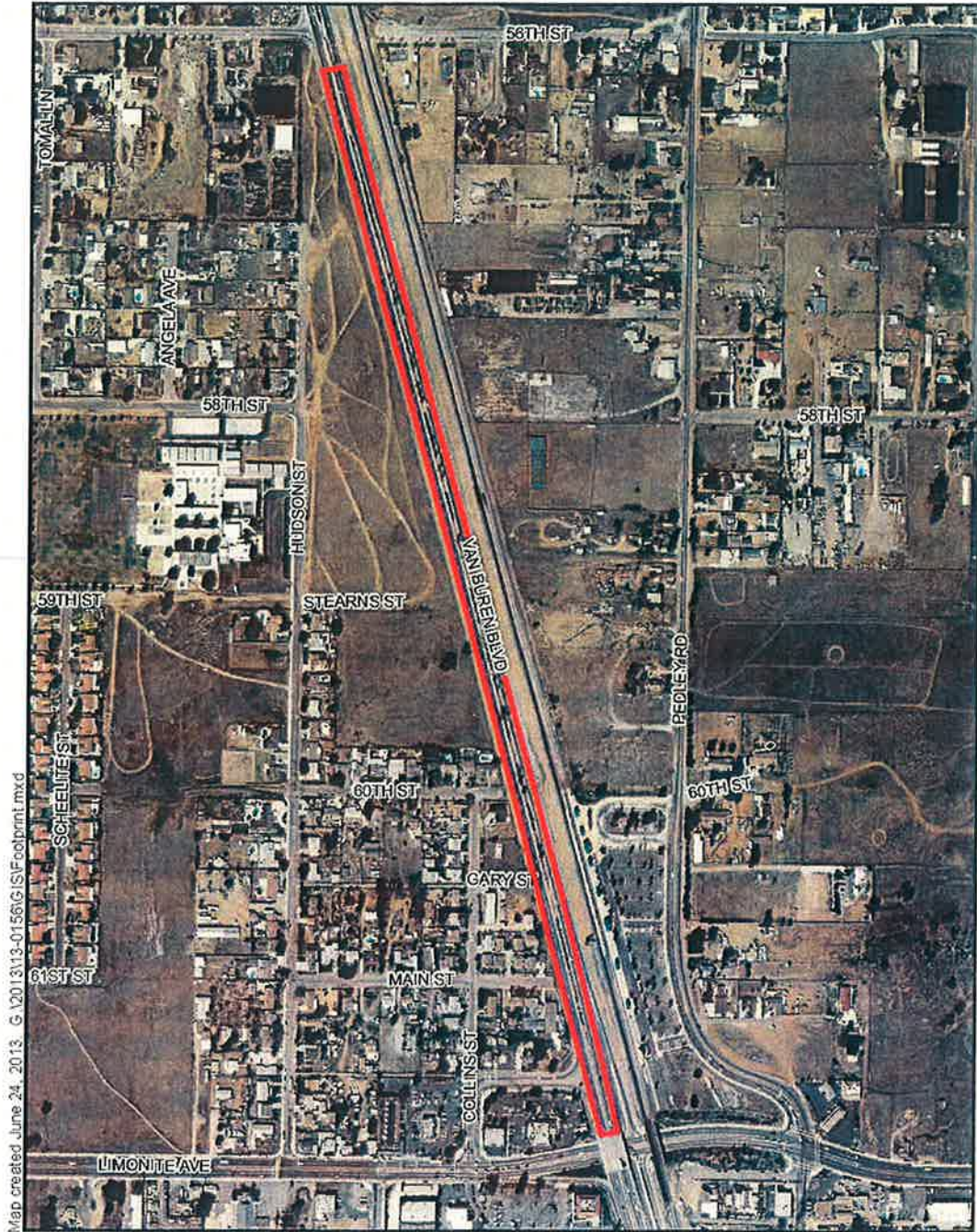
ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

EXHIBIT A • VICINITY MAP



Map created June 24, 2013. G:\2013\13-0156\GIS\Footprint.mxd

Sources: Eagle Aerial, March, 2012.



Footprint Map

Van Buren Boulevard Pavement Rehabilitation Project - Phase 1A

Albert A. **WEBB** Associates

Van Buren Blvd Pavement Rehabilitation Project – Phase 1A Services

EXHIBIT B • BUDGET

ALLOCATIONS TO COUNTY	FEDERAL FUNDS (FTIP)	LOCAL FUNDS	TOTAL
ENVIRONMENTAL CLEARANCE AND BIDDING PHASE			
PROCESS ENVIRONMENTAL DOCUMENTS		\$ 10,000.00	\$ 10,000.00
SPECIFICATIONS, SPECIAL PROVISIONS, BID PACKAGE		\$ 28,000.00	\$ 28,000.00
SUBTOTAL BIDDING PHASE		\$ 38,000.00	\$ 38,000.00
CONSTRUCTION PHASE			
CONSTRUCTION	\$ 387,000.00	\$ 243,000.00	\$ 630,000.00
CONSTRUCTION CONTINGENCY		\$ 63,000.00	\$ 63,000.00
CONSTRUCTION MANAGEMENT & INSPECTION		\$ 87,000.00	\$ 87,000.00
CONSTRUCTION SURVEY		\$ 18,000.00	\$ 18,000.00
SUBTOTAL CONSTRUCTION PHASE	\$ 387,000.00	\$ 411,000.00	\$ 798,000.00
TOTAL ALLOCATIONS TO COUNTY	\$ 387,000.00	\$ 449,000.00	\$ 836,000.00