

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

464
A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

July 14, 2011

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Blythe for new ramp improvements on Interstate 10 at Hobson Way west of Riviera Drive

RECOMMENDED MOTION: That the Board approve and execute the attached Cooperative Agreement between the County of Riverside and the City of Blythe and authorize the Chairman to execute the same.

BACKGROUND: The proposed project consists of design and construction of new on and off-ramps on Interstate 10 (I-10) west of the existing Riviera Drive ramps and adjacent California Inspection Center within the City of Blythe. The existing Riviera Drive ramps are located within the footprint of the California Inspection Station, which requires vehicles to cross the truck

Juan C. Perez
Director of Transportation

Departmental Concurrence

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 533,500	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: City of Blythe (Measure A) 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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 26, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

BY:
Deputy

Prev. Agn. Ref.

District: 4

Agenda Number:

3.81

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL L. VICTOR
DATE: 7/15/11

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Blythe for new ramp improvements on Interstate 10 at Hobson Way west of Riviera Drive

July 14, 2011

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inspection lanes to exit and enter I-10 freeway lanes. Construction of a new ramp connection to Hobson Way approximately 1200' west of the inspection station will improve traffic flow and enhance safety.

The City of Blythe desires the County to be the lead agency to perform the environmental, design and construction phases of the project due to the County's expertise and experience with similar projects. The Cooperative Agreement between the County and the City of Blythe outlines each agency's responsibilities for the environmental, design, construction and funding of the improvements of the project and designates the County as the lead agency.

The City will be responsible for funding the County's costs related to the project.

The estimated costs of the planning, environmental approvals, and design phases is \$533,500.

Project No. C10649

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF BLYTHE

FOR

HOBSON WAY - RIVIERA DRIVE/I-10 RAMP IMPROVEMENTS

This Agreement ("Agreement") is entered into this 24th day of May, 2011, by and between the County of Riverside, (hereinafter "COUNTY") and the City of Blythe (hereinafter "CITY") for the provision of certain services related to new ramp improvements located west of the intersection of Riviera Drive and Interstate 10 located within the jurisdictional boundaries of CITY.

RECITALS

- A. COUNTY and CITY have determined that there is a need to improve westbound movements on and off of I-10 near the California Border Inspection Station and the Riviera Drive hook on and off ramps. The project proposes to create new on and off ramps approximately 1,800' westerly of the Riviera Drive ramps, and to close the existing Riviera Drive on and off ramps currently located immediately west of and within the footprint of the inspection center (hereinafter the "PROJECT").
- B. The location of the proposed PROJECT is as described and shown in Exhibit "A" (the "PROJECT SITE").
- C. Construction of the PROJECT will allow for safe exit and entrance ramps, and will eliminate weaving across truck inspection lanes as is currently necessary at the Riviera Drive ramps. The PROJECT will also create a safe location for a Welcome Center that will be created in the future by the City of Blythe near the new ramps.
- D. COUNTY is designated as the lead agency for the PROJECT. COUNTY will be responsible for the design, environmental clearance, management, construction and administration of the PROJECT, together with any administrative, technical, and managerial support services necessary to complete the PROJECT (collectively the "Project Work").
- E. The total estimated costs for the PROJECT, together with the funding sources, are shown on Exhibit "B".
- F. COUNTY and CITY will work with Riverside County Transportation Commission (RCTC) to pursue funding for the construction phase of the PROJECT.
- G. By this Agreement, COUNTY and CITY intend to define the terms and conditions under which the PROJECT will be administered, engineered, coordinated, managed, constructed and financed.

JUL 26 2011 3.81

H. The Parties understand that in order to complete the Project, it will be necessary for the COUNTY to enter into a Project Development Cooperative Agreement (the "Cooperative Agreement") with the California Department of Transportation (the "STATE"). The Cooperative Agreement will define the terms and conditions under which the COUNTY will be allowed to design and environmentally clear the PROJECT within the STATE right-of-way. The STATE right-of-way area will be further defined in the Cooperative Agreement between the STATE and COUNTY. A separate agreement with the STATE will be required for the Construction Phase of the PROJECT.

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

AGREEMENT

SECTION 1 • INCORPORATION OF RECITALS. The recitals above are incorporated into the Agreement by this reference.

SECTION 2 • COUNTY OBLIGATIONS. The County agrees that it is responsible for each of the following:

1. To complete, or cause to be completed, the environmental clearance and detailed PS&E documents for the PROJECT, and to secure all necessary construction permits from the regulatory agencies. The COUNTY will seek environmental clearance and PS&E approval from the STATE and the Federal Highway Administration.
2. To enter into a Project Development Cooperative Agreement with the STATE, which will provide the terms and conditions under which the COUNTY will be allowed to environmentally clear, and design improvements within the STATE right-of-way.
3. Once adequate funding has been identified, to advertise, award and administer a public works contract for the construction of PROJECT in compliance with all applicable state and local laws governing the construction of PROJECT, and in accordance with an encroachment permit issued by CITY. No construction work will be performed on the PROJECT until both parties confirm in writing that adequate funding is available to complete the Project Work.
4. To submit invoices to CITY on a monthly basis for the tasks listed on Exhibit "B". In the event that CITY does not timely reimburse COUNTY, COUNTY may terminate this Agreement upon written notice to CITY and

COUNTY may cease all work and actions related to the PROJECT. CITY will be under no obligation to reimburse COUNTY for any portion of the Project Work performed without first obtaining CITY's prior written approval. CITY only intends to authorize the actual construction of the PROJECT once adequate funding has been secured for its construction.

5. COUNTY agrees to assist CITY in identifying additional or alternative funding sources should a funding shortfall occur.
6. Nothing in this agreement is intended to commit COUNTY to funding any portion of PROJECT, or obligate COUNTY to provide replacement funding for any anticipated funding, or require COUNTY to continue with the PROJECT if funds are not available.
7. To prepare certain right-of-way documents in compliance with all applicable State and Federal laws and regulations. Documents to be prepared by COUNTY include but are not limited to Legal Descriptions, Plats, Right-of-way Maps and Appraisals.
8. COUNTY shall cause all contractors or consultants hired by COUNTY to perform all or any part of the PROJECT (collectively the "Contractors") to comply with the insurance requirements in section 4(18) of this Agreement. COUNTY will include language in its agreements with Contractors ensuring that the insurance requirements are met, and language requiring Contractors to indemnify City as set forth in section 4(19) of this Agreement.
9. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within one hundred and eighty (180) days following the completion and acceptance of the PROJECT.
10. To provide CITY, upon completion and acceptance of the PROJECT, with a full accounting of the PROJECT funding and costs.

SECTION 3 • CITY AGREES:

1. To be responsible for one hundred (100) percent of the funding of the PROJECT as shown on Exhibit "B".
2. To reimburse COUNTY for all costs associated with the PROJECT, and to pay within forty-five (45) days

of receipt all invoices submitted by COUNTY for services rendered in accordance with this agreement; Provided, however, no reimbursement will be required for Project Work which has not been authorized in writing by CITY prior to the work being performed.

3. Once adequate funding has been identified, to conduct the property acquisition activities, negotiations with the property owners, eminent domain activities, if required, and to otherwise seek to deliver legal title to the right-of-way, including access rights in compliance with the current State Right-of-way Manuals, procedures and guidelines, including all relevant provisions of the Cooperative Agreement between the STATE and the COUNTY.
4. To provide prompt reviews and approvals of submittals from COUNTY, as appropriate, and to otherwise cooperate in the timely processing of PROJECT.
5. To issue, at no cost to COUNTY or its Contractors, upon proper application by COUNTY or COUNTY's Contractors, an encroachment permit authorizing entry onto CITY's right-of-way to survey the PROJECT AREA, to perform other investigative activities required for preparation of the PS&E, and to otherwise construct the PROJECT as described herein.
6. To provide a representative to coordinate and assist with the COUNTY's Resident Engineer during the construction of the PROJECT, and to verify facilities are constructed as required by this Agreement.

SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost to complete the PROJECT, including project administration, management, environmental, design, right-of-way, construction, and utilities is estimated to be \$3,998,500.
2. The parties anticipate that there is currently approximately \$810,036 available to do the initial design, engineering, and environmental analysis for the PROJECT. The remaining amount which will be required for the actual construction of the PROJECT is currently unfunded.
3. COUNTY and CITY acknowledge and agree that the current available funding identified in Exhibit "B" is insufficient to cover the PROJECT's actual construction, and that additional funding will need to be acquired.
4. In the event that adequate funds are not available to complete PROJECT, CITY will be responsible for

funding any shortfall.

5. 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 be necessary to transfer ownership.
6. Once the PROJECT is completed each party will be responsible for maintaining those portions of the PROJECT which are located inside their respective right-of-way boundaries, unless otherwise covered by a separate agreement. Neither COUNTY nor CITY shall be responsible for the ongoing maintenance of any portion of the PROJECT improvements located outside of their respective right-of-way boundaries.
7. In the event that 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.
8. 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, 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, 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 COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
11. Neither 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 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 affect 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. 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 PROJECT.
18. Insurance for Contractors.
 - A. Coverage. COUNTY will ensure that, at minimum, Contractors hired to perform work on any part of the PROJECT will obtain and maintain all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) (For Professional Contractors/Consultants only) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence and aggregate. Contractors shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

B Endorsements. The comprehensive general liability insurance policies shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Blythe and its elected and appointed officers, officials, agents, and employees are additional insureds with respect to this subject Project and contract."
- (b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "Any other insurance maintained by the City of Blythe shall be excess and not contributing with the insurance provided by this policy."

C. Certificates of Insurance: Contractors shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services on the PROJECT.

D. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the Contractors'

indemnification obligations as set forth in this Agreement, or the extent to which Contractors may be held responsible for payments of damages to persons or property.

E. COUNTY will include language in every contract between the COUNTY and any Contractors performing work on the PROJECT, to ensure that the Contractors comply with the requirements of this section.

19. Contractors' Indemnity.

A. Every contract between the COUNTY and any of the Contractors performing work on the PROJECT will include language requiring the Contractors to indemnify, defend, hold free and harmless the CITY, its elected officials, officers, agents and employees, at the Contractors' sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the CITY, its elected officials, officers, agents and employees, arising out of, or which are in any way related to, the performance of the Contractors, their employees, and/or authorized subcontractors, of the work on the PROJECT undertaken pursuant to their agreement with the COUNTY. The COUNTY agreement shall state that the defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractors, their employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractors, their employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected officials, officers, agents and employees based upon the work performed by the Contractors, their employees, and/or authorized subcontractors on the PROJECT, whether or not the Contractors, their employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractors shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the CITY.

20. 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

Director of Transportation
County of Riverside • Transportation
Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

CITY

City Manager
City of BLYTHE
235 N. Broadway
Blythe, CA 92225

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

(SEAL)

COUNTY:

By: *Bob Buster*
Chairman, Board of Supervisors
BOB BUSTER

Dated: JUL 26 2011

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel


By: *PJ Walls* 7/15/11
(Deputy County Counsel)

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy




CITY OF BLYTHE:


Joseph DeConinck, Mayor

Dated: 6-8-11

APPROVED AS TO FORM:


Christian L. Bettenhausen,
City Attorney

APPROVED AS TO CONTENT


David Lane, City Manager

ATTEST:


Mallory Sutterfield, City Clerk

I-10 / HOBSON WAY RAMP
EXHIBIT A



Disclaimer: Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. Other than the project name, accuracy, precision, or completeness of any of the data provided, and any other information contained herein, the user assumes full responsibility for the accuracy and reliability of the information for any use not intended by the provider.



EXHIBIT B

ESTIMATED PROJECT COSTS AND FUNDING SOUCES

TASK	Measure A	STP	Unfunded	Total
Environmental/Design	\$485,000	\$0	\$0	\$485,000
Right-of-way	\$0	\$0	\$0	\$0
Construction	\$0	\$810,000	\$1,890,000	\$2,700,000
Construction Engineering	\$0	\$0	\$450,000	\$450,000
Contingency (10%)	\$48,500	\$81,000	\$234,000	\$363,500
Project Total	\$533,500	\$891,000	2,574,000	\$3,998,500