

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

635A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 14, 2012

SUBJECT: Cooperative Agreement between the County of Riverside and the City of Eastvale for Limonite Avenue Resurfacing Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the subject agreement, and;
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND: The COUNTY "Transportation Improvements Program" provides for resurfacing improvements on Limonite Avenue, from Hamner Avenue to Wineville Avenue. The Limonite Avenue resurfacing project was programmed based on strong community concerns

Juan C. Perez
Director of Transportation and Land Management

JCP:kn
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 374,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/2013

SOURCE OF FUNDS: City of Eastvale (100%),

There are no General Funds used in this project.

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY:

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: November 27, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. 7/31/12, Item 3.76, District: 2nd / 2nd Agenda Number:
9/25/12, Item 3.53

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.24

FORM APPROVED COUNTY COUNSEL

BY: MARSHALL VICTOR DATE: 11/13/12

Departmental Concurrence

Dep't Recomm.: ☐ Policy ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Consent

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside and the City of Eastvale for Limonite Avenue Resurfacing Project.

November 14, 2012

Page 2 of 2

from both cities to provide relief from deteriorating pavement conditions.

The proposed project will improve the pavement conditions from Hamner Avenue in Eastvale to Wineville Avenue in Jurupa Valley. This project will construct a raised median island from Pats Ranch Road to the Interstate 15 (I-15) northbound ramps and restrict left-turn movements from the Park and Ride facility and from the Pats Ranch shopping center, which will improve traffic operations and safety.

Although the project is now located within the jurisdictional boundaries of the City Jurupa Valley and the City of Eastvale, both cities desire to have the County as the Lead Agency for the overall development and implementation of the project. The attached agreement between the County and the City of Eastvale outlines the terms and conditions under which said project is to be administered, engineered, coordinated, managed, constructed, and financed.

On July 31, 2012, the Board of Supervisors authorized the Clerk of the Board to advertise the Limonite Avenue resurfacing project. Subsequently, bids for the project were opened in the office of the Director of Transportation and Land Management on August 22, 2012. The lowest responsible bid was submitted by All American Asphalt of Corona. The Board of Supervisors approved the construction contract with All American Asphalt on September 25, 2012 for a bid amount of \$357,000.

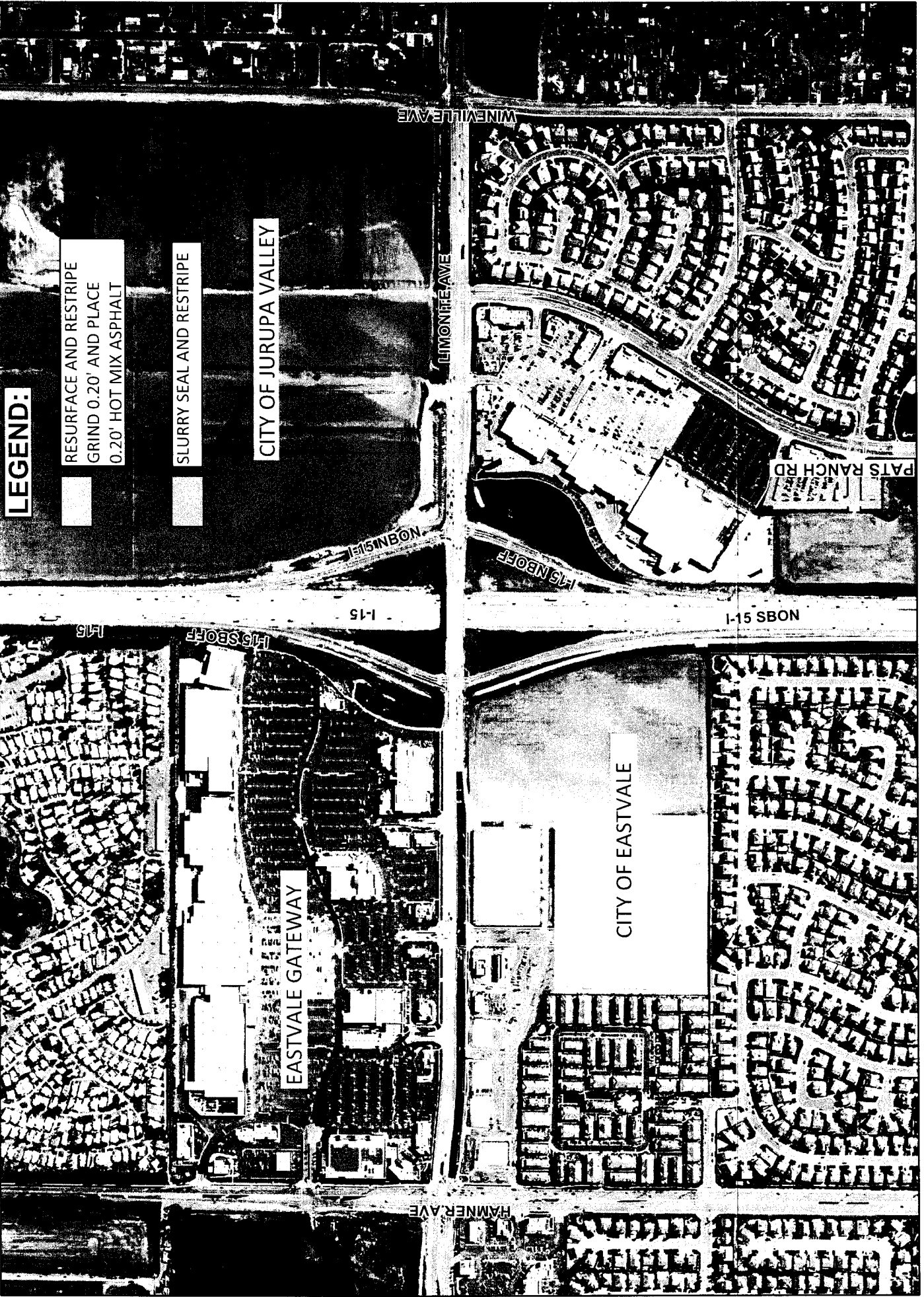
Project Number: C2-0131

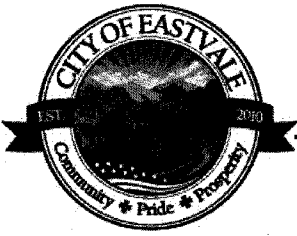
LIMONITE AVE RESURFACING PROJECT

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1 inch = 600 feet
 Orthophotos Flown 2/11 (WR, CV) or 4/07 (REMAP, Blythe)
 Printed by anynyn on 8/8/2012





City of Eastvale

12363 Limonite Avenue, Suite #910 • Eastvale, CA 91752
(951) 361-0900 • Fax: (951) 361-0888 • www.EastvaleCA.gov

October 29, 2012

County of Riverside
ATTN: Juan Perez, TLMA Director
Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

Re: Cooperative Agreement between Riverside County and City of Eastvale for
Limonite Avenue Resurfacing Improvements

Mr. Perez:

Please find the two included original agreements between the County of Riverside and the City of Eastvale for the Limonite Avenue Resurfacing Improvements. At your convenience, please sign both agreements and forward one original back to the City of Eastvale at 12363 Limonite Avenue, Suite #910, Eastvale, CA 91752.

Thank you,

Steven D. Aguilar
Office Assistant

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF EASTVALE

FOR

LIMONITE AVENUE RESURFACING IMPROVEMENTS

This Agreement is entered into this 27th day of November, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Eastvale (hereinafter "EASTVALE"), for the provision of certain activities related to resurfacing improvements on Limonite Avenue from Hamner Avenue to southbound ramps at Interstate 15 (I-15) currently located within the jurisdictional boundaries of EASTVALE.

RECITALS

- A. The COUNTY, JURUPA VALLEY and EASTVALE desire to improve pavement conditions on Limonite Avenue from Hamner Avenue in EASTVALE to Wineville Avenue in JURUPA VALLEY. The proposed project will improve pavement conditions by resurfacing the full width of Limonite from EASTVALE Gateway entrance to Wineville Avenue, resurfacing the north one half of Limonite Avenue from EASTVALE Gateway to Hamner, and adding raised median island from Wineville towards Interstate 15 (I-15) northbound ramps to restrict left turn movements from both the Park and Ride facility and the shopping center in JURUPA VALLEY (hereinafter "PROJECT").
- B. The COUNTY, JURUPA VALLEY and EASTVALE desire to have the COUNTY as Lead Agency for the overall development and implementation of the PROJECT. The COUNTY has extensive experience in the development and implementation of roadway resurfacing projects. The COUNTY will therefore provide the administrative, technical, managerial and support services necessary for the development and implementation of the PROJECT.
- C. The current COUNTY "Transportation Improvement Program" (2011/2012 TIP), as approved by the Riverside County Board of Supervisors, January 10, 2012, provides for resurfacing improvements to Limonite Avenue,

1 from EASTVALE Gateway to Wineville Avenue. The City of Eastvale requested to extend the project limits
2 westerly to Hamner Avenue to include the north half of Limonite Avenue. The Exhibit "A" shows the
3 PROJECT limits and the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.

4 D. Both JURUPA VALLEY and EASTVALE agreed that they will contribute their fair share of the PROJECT
5 costs for the improvements within their respective city boundaries. EASTVALE project costs share will be
6 limited to the improvements from Hamner Avenue to southbound ramps on I-15, however, the JURUPA
7 VALLEY cost share will be limited to the improvements from northbound ramp on I-15 to Wineville. The
8 projects costs and both cities contributions are shown on Exhibit "B".

9 E. The Environmental Document for the PROJECT has been prepared by COUNTY and will be approved prior
10 to construction.

11 F. The COUNTY and EASTVALE desire to define herein the terms and conditions under which said project is to
12 be administered, engineered, coordinated, managed and constructed.

13 G. California Government Code Section 6502 provides that "if authorized by their legislative or governing bodies,
14 two or more public agencies by agreement may jointly exercise any power common to the contracting
15 parties".

16 H. California Code of Civil Procedure Section 1240.140(b) provides that "two or more public agencies may enter
17 into an agreement for the joint exercise of their respective powers of eminent domain, whether or not
18 possessed in common, for acquisition of property as a single parcel".

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 complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and
25 secure all necessary construction permits from the regulatory agencies.
- 26 2. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond
27 the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be

- 1 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
2 continue with the PROJECT, if funds are no longer available.
- 3 3. To coordinate utility relocations for the PROJECT if necessary.
- 4 4. To advertise, award and administer a public works contract for the construction of the PROJECT in
5 accordance with the local Agency Public Construction Code, Federal Regulations, the California Labor Code,
6 STATE requirements and in accordance with an encroachment permit issued by EASTVALE.
- 7 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
8 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
9 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
10 construction contractor.
- 11 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
12 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
13 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
14 inspection and staff services necessary to assure that the construction is performed in accordance with the
15 plans and specifications.
- 16 7. To construct the PROJECT in accordance with approved plans and specifications.
- 17 8. To provide separate quantities and accounting for EASTVALE share of the PROJECT.
- 18 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
19 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
20 certified material tester.
- 21 10. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
22 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
23 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
24 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
25 required which name EASTVALE, its officers, agents and employees as additionally insured. The COUNTY
26 shall also require the COUNTY's contractor to maintain Worker's Compensation Insurance.
- 27 11. To furnish EASTVALE one complete set each of full-sized film positive reproducible as-built plans and all

contract records, including survey documents, within three hundred and sixty-five (365) days following the completion and acceptance of the PROJECT construction contract.

12. To provide EASTVALE upon completion and acceptance of the PROJECT, a full accounting of project funding costs.

SECTION 2 • EASTVALE AGREES:

1. To be responsible for the funding of the PROJECT as shown on Exhibit "B", as of the date of this agreement.
2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for the PROJECT and upon written request by the COUNTY, the amount of three hundred forty eight thousand and five hundred (\$348,500) not including the construction contingencies that represents EASTVALE's costs share for the design, construction inspection and construction activities as shown in Exhibit "B".
3. To pay within 45 days of receipt all invoices submitted by COUNTY for any extra work performed in accordance with this agreement.
4. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
5. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto EASTVALE's right-of-way to perform construction, survey and other investigative activities required for preparation of Environmental, PS&E, and construction of the PROJECT.
6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. The total cost to complete construction of the PROJECT, including surveying, inspection, and materials testing is estimated to be six hundred nineteen thousand (\$619,000) not including contingencies, as shown in Exhibit "B".
3. PROJECT construction costs are anticipated to be five hundred and twenty five thousand (\$525,000), which

1 will be shared between EASTVALE and JURUPA VALLEY as shown in Exhibit "B".

2 4. In the event that adequate funds are not available to complete the PROJECT, COUNTY, EASTVALE and
3 JURUPA VALLEY agree to meet and confer and collectively work to identify adequate funding for PROJECT.

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

7 6. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT
8 within EASTVALE.

9 7. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or
10 materially breaches any of the provisions of this Agreement, EASTVALE shall have the option to terminate
11 this Agreement upon 90 days written notice to COUNTY.

12 8. In the event that EASTVALE defaults in the performance of any of its obligations under this Agreement or
13 materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate
14 this Agreement upon 90 days written notice to JURUPA VALLEY.

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

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

24 11. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
25 occurring by reason of anything done or omitted to be done by EASTVALE under or in connection with any
26 work, authority or jurisdiction delegated to EASTVALE under this Agreement. It is further agreed that
27 pursuant to Government Code Section 895.4, EASTVALE 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 EASTVALE under or in connection with any work, authority or jurisdiction delegated to EASTVALE 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 EASTVALE 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.

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:

Limonite Avenue Resurfacing Improvements Project

COUNTY

Juan C. Perez
Director of Transportation and Land
Management
County of Riverside • Transportation Department
4080 Lemon Street, 8th Floor
Riverside, CA 92502

EASTVALE

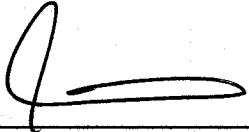
George Alvarez, P.E.
City Engineer
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

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

COUNTY Approvals

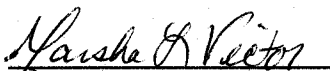
RECOMMENDED FOR APPROVAL:

 Dated: 11/14/12

JUAN C. PEREZ

Director of Transportation and Land Management

APPROVED AS TO FORM:

 Dated: 11/13/12

PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

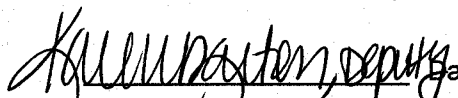
 Dated: NOV 27 2012

JOHN TAVAGLIONE

PRINTED NAME

Chairman, Riverside County Board of Supervisors

ATTEST:

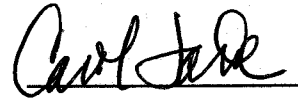
 Dated: NOV 27 2012

KECIA HARPER-IHEM

Clerk of the Board of Supervisors (SEAL)

CITY OF EASTVALE Approvals

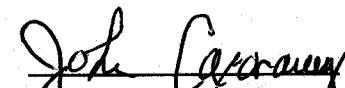
RECOMMENDED FOR APPROVAL:

 Dated: 10/25/12

CAROL JACOBS

City Manager


APPROVED AS TO FORM:

 Dated: 10-24-12

JOHN CAVANAUGH

City Attorney

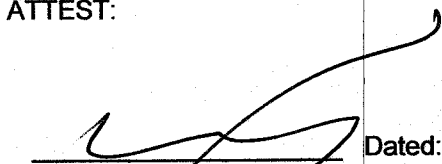
APPROVAL BY CITY COUNCIL

 Dated: 11/24/2012

JEFF DEGRANDPRE

Mayor, City of Eastvale

ATTEST:

 Dated: 10/24/12

ARIEL BERRY

Assistant City Clerk

LIMONITE AVE RESURFACING PROJECT

1 inch = 600 feet
Orthophotos Flown 2/11 (NVR-CV) or 4/07 (REMAP, Blythe)
Printed by alym on 8/20/12



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LEGEND:

RESURFACE AND RESTRIPE
GRIND 0.20' AND PLACE
0.20' HOT MIX ASPHALT

SLURRY SEAL AND RESTRIPE

CITY OF JURUPA VALLEY

EASTVALE GATEWAY

CITY OF EASTVALE

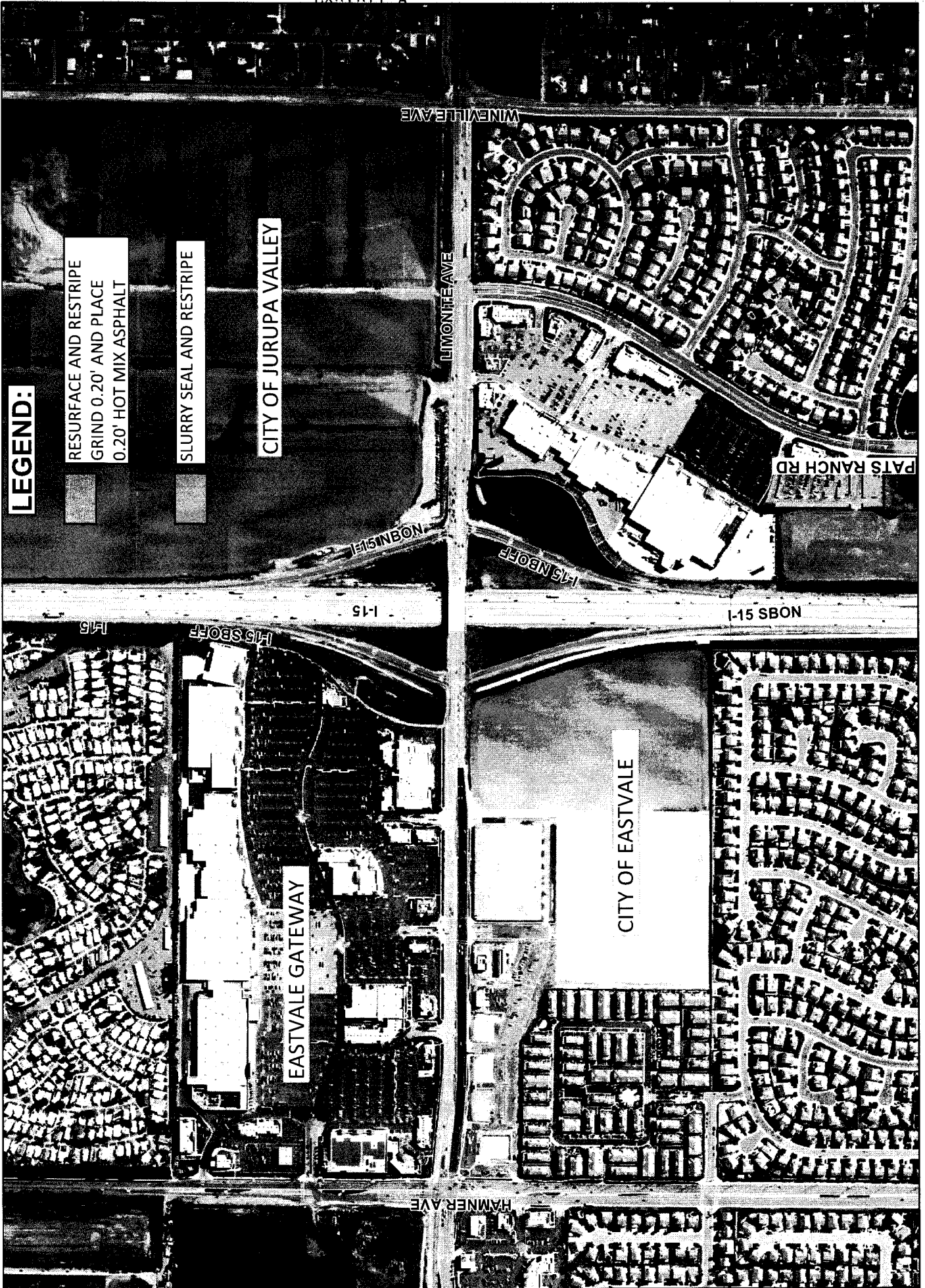


EXHIBIT B
ESTIMATED PROJECT COSTS
(October 17, 2012)

TASK	EASTVALE	JURUPA VALLEY	TOTAL
Design Phase	\$28,500	\$28,500	\$57,000
Construction Management	\$35,000	\$35,000	\$70,000
Construction Survey	\$12,000	\$12,000	\$24,000
Construction	\$273,000	\$252,000	\$525,000
Construction Contingency	\$25,500	\$25,500	\$51,000
Total Cost	\$374,000	\$353,000	\$727,000