

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

934A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
November 29, 2012

SUBJECT: Cooperative Agreement between the County of Riverside (COUNTY) and the City of Jurupa Valley for Limonite Avenue Resurfacing Project.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Cooperative Agreement between the COUNTY and the City of Jurupa Valley, 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

Juan C. Perez
Director of Transportation and Land Management

JCP:kn
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 74,825	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 Jurupa Valley (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 Stone, seconded by Supervisor Tavaglione 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: December 18, 2012
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

3.54

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
BY:
MARSHAL VICTOR
DATE: 12/5/12

Departmental Concurrence

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

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (COUNTY) and the City of Jurupa Valley for Limonite Avenue Resurfacing Project.

November 29, 2012

Page 2 of 2

Limonite Avenue resurfacing project was programmed based on strong community concerns 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 COUNTY identified the need for pavement resurfacing on Limonite Avenue. Funds were budgeted and construction drawings were substantially prepared prior to incorporation of the City of Jurupa Valley. During the design phase, the City of Jurupa Valley requested to add a raised median island within their jurisdictional boundaries and agreed to pay for the improvements. The attached agreement between the COUNTY and the City of Jurupa Valley 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

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COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF JURUPA VALLEY

FOR

LIMONITE AVENUE RESURFACING IMPROVEMENTS

This Agreement is entered into this 6th day of September, 2012 by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Jurupa Valley (hereinafter "JURUPA VALLEY"), for the provision of certain activities related to resurfacing improvements on Limonite Avenue from northbound ramps at Interstate 15 (I-15) to Wineville Avenue and adding raised median island from Pats Ranch Road towards I-15 northbound ramps currently located within the jurisdictional boundaries of JURUPA VALLEY.

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 Pats Ranch Road towards 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

1 County Board of Supervisors, January 10, 2012, provides for resurfacing improvements to Limonite Avenue,
2 from EASTVALE Gateway to Wineville Avenue. The City of Eastvale requested to extend the project limits
3 westerly to Hamner Avenue to include the north half of Limonite Avenue. The City of Jurupa Valley requested
4 to add raised median island from Pats Ranch Road towards I-15 northbound ramps to restrict left turn
5 movements from both the Park and Ride facility and the shopping center. The Exhibit "A" shows the
6 PROJECT limits and the jurisdictional boundaries of JURUPA VALLEY and EASTVALE.

7 D. Both JURUPA VALLEY and EASTVALE agreed that they will contribute their fair share of the PROJECT
8 costs for the improvements within their respective city boundaries. EASTVALE project costs share will be
9 limited to the improvements from Hamner Avenue to southbound ramps on I-15, however, the JURUPA
10 VALLEY cost share will be limited to the improvements associated with adding raised median island from
11 northbound ramp on I-15 to Pats Ranch Road. Since the PROJECT was initiated prior to JURUPA VALLEY
12 incorporation, the resurfacing portion of the PROJECT cost within JURUPA VALLEY will be borne by the
13 COUNTY. The project's costs and both cities contributions are shown on Exhibit "B".

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

16 F. The COUNTY and JURUPA VALLEY desire to define herein the terms and conditions under which said
17 project is to be administered, engineered, coordinated, managed and constructed.

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

21 **AGREEMENT**

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

24 **SECTION 1 • COUNTY AGREES:**

- 25 1. To complete, or cause to be completed, detailed Environmental and PS&E documents for the PROJECT, and
26 secure all necessary construction permits from the regulatory agencies.
- 27 2. Nothing in this agreement is intended to commit the COUNTY to funding any portion of the PROJECT beyond

1 the funds available as shown in Exhibit "B", attached hereto and incorporated by this reference, or shall be
2 construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to
3 continue with the PROJECT, if funds are no longer available.

- 4 3. To coordinate utility relocations for the PROJECT if necessary.
- 5 4. To advertise, award and administer a public works contract for the construction of the PROJECT in
6 accordance with the local Agency Public Contract Code, Federal Regulations, the California Labor Code,
7 STATE requirements and in accordance with an encroachment permit issued by JURUPA VALLEY.
- 8 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If
9 the PROJECT plans and specifications are prepared by a private engineering company, the Resident
10 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the
11 construction contractor.
- 12 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
13 soils and compaction tests, measurement and computation of quantities, testing of construction materials,
14 checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other
15 inspection and staff services necessary to assure that the construction is performed in accordance with the
16 plans and specifications.
- 17 7. To construct the PROJECT in accordance with approved plans and specifications.
- 18 8. To provide separate quantities and accounting for JURUPA VALLEY share of the PROJECT.
- 19 9. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
20 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
21 certified material tester.
- 22 10. To cause the COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT
23 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
24 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
25 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
26 required which name JURUPA VALLEY, its officers, agents and employees as additionally insured. The
27 COUNTY shall also require the COUNTY's contractor to maintain Worker's Compensation Insurance.

1 11. To furnish JURUPA VALLEY one complete set each of full-sized film positive reproducible as-built plans and
2 all contract records, including survey documents, within three hundred and sixty-five (365) days following the
3 completion and acceptance of the PROJECT construction contract.

4 12. To provide JURUPA VALLEY upon completion and acceptance of the PROJECT, a full accounting of project
5 funding costs.

6 **SECTION 2 • JURUPA VALLEY AGREES:**

- 7 1. To be responsible for the funding of the PROJECT as shown on Exhibit "B", as of the date of this agreement.
8 2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for
9 the PROJECT and upon written request by the COUNTY, the amount of Seventy Four Thousand Eight
10 Hundred and Twenty Five (\$74,825), which represents JURUPA VALLEY fair share to the PROJECT and as
11 shown in Exhibit "B".
12 3. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and approvals,
13 as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the PROJECT.
14 4. To issue, at no cost to COUNTY or its consultants and contractors, upon proper application by the COUNTY
15 or COUNTY's consultants or contractors, an encroachment permit authorizing entry onto JURUPA VALLEY's
16 right-of-way to perform construction, survey and other investigative activities required for preparation of
17 Environmental, PS&E, and construction of the PROJECT.
18 5. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident
19 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by this
20 Agreement.

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

- 22 1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
23 2. The total cost to complete construction of the PROJECT, including surveying, inspection, and materials
24 testing is estimated to be Five Hundred Ninety Seven Thousand (\$597,000) not including contingencies, as
25 shown in Exhibit "B".
26 3. PROJECT construction costs are anticipated to be Five Hundred and Three Thousand (\$503,000), which will
27 be shared between EASTVALE, JURUPA VALLEY and the COUNTY as shown in Exhibit "B".

- 1 4. In the event that adequate funds are not available to complete the PROJECT, COUNTY, EASTVALE and
2 JURUPA VALLEY agree to meet and confer and collectively work to identify adequate funding for PROJECT.
- 3 5. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
4 automatically be vested with the jurisdiction in which the improvements reside and no further agreement will
5 be necessary to transfer ownership.
- 6 6. The COUNTY shall not be responsible for any maintenance of the improvements provided by the PROJECT
7 within JURUPA VALLEY.
- 8 7. In the event that the COUNTY defaults in the performance of any of its obligations under this Agreement or
9 materially breaches any of the provisions of this Agreement, JURUPA VALLEY shall have the option to
10 terminate this Agreement upon 90 days written notice to COUNTY.
- 11 8. In the event that JURUPA VALLEY defaults in the performance of any of its obligations under this Agreement
12 or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to
13 terminate this Agreement upon 90 days written notice to JURUPA VALLEY.
- 14 9. In the event any action is commenced to enforce or interpret any term or condition of this Agreement, in
15 addition to costs and any other relief, the prevailing party shall be entitled to reasonable attorney's fees.
- 16 10. Neither JURUPA VALLEY 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 the COUNTY under or in connection with any
18 work, authority or jurisdiction delegated to the COUNTY under this Agreement. It is further agreed that
19 pursuant to Government Code Section 895.4, the COUNTY shall fully indemnify and hold JURUPA VALLEY
20 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by
21 reason of anything done or omitted to be done by the COUNTY under or in connection with any work,
22 authority or jurisdiction delegated to the COUNTY under this Agreement.
- 23 11. Neither the COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
24 occurring by reason of anything done or omitted to be done by JURUPA VALLEY under or in connection with
25 any work, authority or jurisdiction delegated to JURUPA VALLEY under this Agreement. It is further agreed
26 that pursuant to Government Code Section 895.4, JURUPA VALLEY shall fully indemnify and hold the
27 COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8)

1 occurring by reason of anything done or omitted to be done by JURUPA VALLEY under or in connection with
2 any work, authority or jurisdiction delegated to JURUPA VALLEY under this Agreement.

3 12. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
4 parties not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing
5 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
6 law.

7 13. This agreement and the exhibits herein contain the entire agreement between the parties, and are intended
8 by the parties to completely state the agreement in full. Any agreement or representation respecting the
9 matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in this
10 agreement, is null and void.

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

14 15. Each provision, term, condition, covenant and/or restriction in this Agreement shall be considered severable.
15 In the event that any provision, term, condition, covenant and/or restriction, or part thereof is declared invalid,
16 unconstitutional or void for any reason, such provision or part thereof shall be severed from this Agreement
17 and shall not affect the remainder of the Agreement, which shall continue in full force and effect.

18 16. This Agreement may be executed in duplicate originals, each of which is deemed to be an original.

19 17. The COUNTY and JURUPA VALLEY shall retain or cause to be retained for audit for a period of three (3)
20 years from the date of final payment, all records and accounts relating to the PROJECT.

21 18. All notices permitted or required under this Agreement shall be deemed made when delivered to the
22 applicable party's representative as provided in this Agreement. Such notices shall be mailed or otherwise
23 delivered to the addresses set forth below, or at such other address as the respective parties may provide in
24 writing for this purpose:

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


JURUPA VALLEY
Roy Stephenson, P.E.
City Engineer
City of JURUPA VALLEY
8304 Limonite Avenue, Suite "M"
Jurupa Valley, CA 92509

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

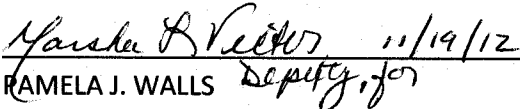
COUNTY APPROVALS

RECOMMENDED FOR APPROVAL:



JUAN C. PEREZ
DIRECTOR OF TRANSPORTATION AND LAND
MANAGEMENT

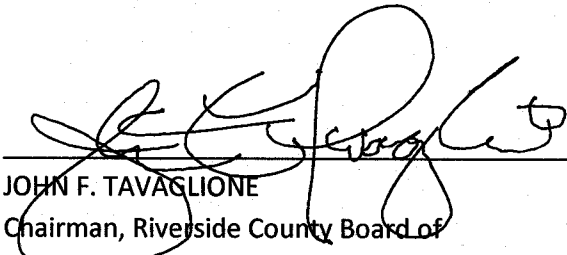
APPROVED AS TO FORM:



11/19/12

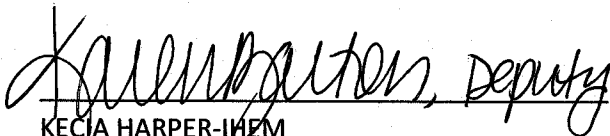
PAMELA J. WALLS *Deputy, for*
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS



JOHN F. TAVAGLIONE
Chairman, Riverside County Board of
Supervisors

ATTEST:

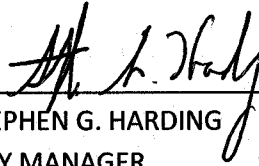


deputy

KECIA HARPER-IHEM
Clerk of the Board of Supervisors (SEAL)

CITY OF JURUPA VALLEY Approvals

RECOMMENDED FOR APPROVAL:



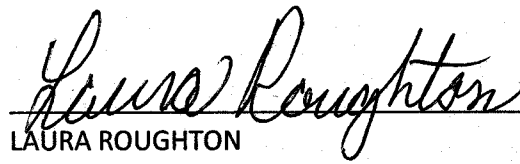
STEPHEN G. HARDING
CITY MANAGER

APPROVED AS TO FORM:



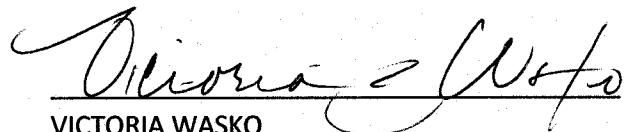
PETER M. THORSON
City Attorney

APPROVAL BY THE CITY COUNCIL



LAURA ROUGHTON
Mayor, City of Jurupa Valley

ATTEST:



VICTORIA WASKO
City Clerk

EXHIBIT "A" PROJECT LOCATION MAP

**COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION**

LIMONITE AVENUE PAVEMENT RESURFACING PROJECT IN THE CITY OF EASTVALE AND THE CITY OF JURUPA VALLEY

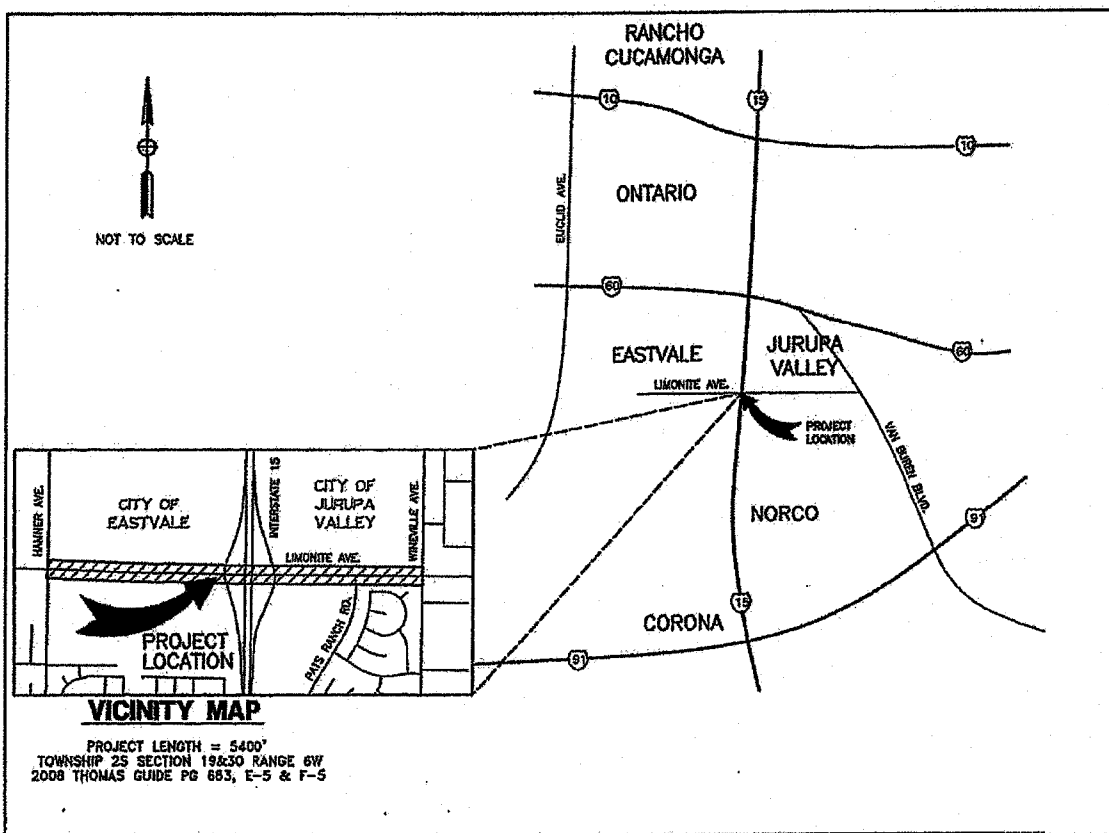
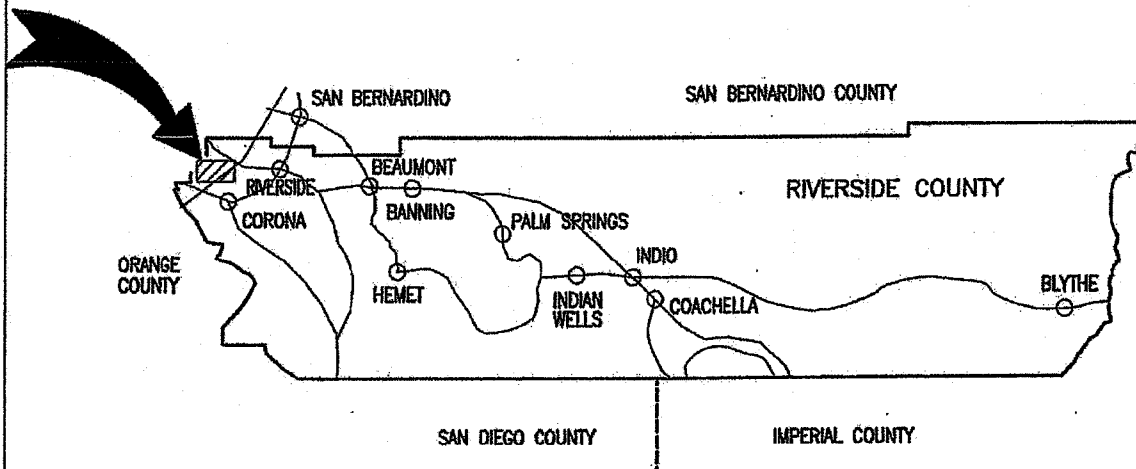


EXHIBIT B
ESTIMATED PROJECT COSTS
(August 21, 2012)

TASK	EASTVALE	RIVERSIDE COUNTY	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	\$251,000	\$184,175	67,825	\$503,000
Construction Contingency	\$25,500	\$18,500	\$7,000	\$51,000
Total Cost	\$352,000	\$278,175	\$74,825	\$705,000