

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

525A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
February 27, 2014

SUBJECT: Agreement between the County of Riverside and the City of Riverside for Citrus Street Improvements in the High Grove Area. 2nd/2nd District. [\$116,045]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement for Citrus Street improvements between the County of Riverside and the City of Riverside; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

Departmental Concurrence

Patricia Romo
Assistant Director of Transportation

Juan C. Perez

Juan C. Perez
Director of Transportation and Land Management

FORM APPROVED COUNTY COUNSEL
BY: *Alzaly*
DATE: _____
MARSHAL VICTOR

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$	\$ 116,045	\$ 116,045	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Gas Tax (100%). There are no General Funds used in this project. **Budget Adjustment:** No
For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Tina Grande*

Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: March 11, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*

Deputy

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

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

3-39

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

FORM 11: Agreement between the County of Riverside and the City of Riverside for Citrus Street Improvements in the High Grove Area. 2nd/2nd District. [\$116,045]; Local Funds 100%

DATE: February 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary

The City of Riverside (CITY) is proposing to resurface various streets within the CITY. One of the streets that has been identified for needing repair is W. Citrus Street, between E. La Cadena Drive and Northgate Street. The portion of W. Citrus Street, between Northgate and easterly to the BNSF Railway tracks, is within the jurisdictional boundaries of the unincorporated County of Riverside (COUNTY). Since the CITY is proposing to resurface the portion of W. Citrus within the CITY, the portion within the COUNTY should be included to realize savings from efficiency.

The COUNTY proposes to contribute funding towards the project to resurface the pavement and reconstruct curb, gutter, and sidewalk on W. Citrus Street for the portion within the jurisdictional boundaries of the COUNTY. The CITY will be the lead agency in the development and construction of the project.

The Cooperative Agreement between the COUNTY and CITY sets forth the terms and conditions by which the COUNTY will contribute funding towards the improvements, and the CITY will design, environmentally clear, and construct the improvements.

Impact on Residents and Businesses

The proposed improvements will improve the condition of the roadway and provide a smooth surface for travel.

SUPPLEMENTAL:

Additional Fiscal Information

The cost to improve W. Citrus Street within the COUNTY is estimated to be \$116,045 and will be funded with Gas Tax.

Contract History and Price Reasonableness

N/A

COOPERATIVE AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

AND

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

CITY OF RIVERSIDE

FOR CITRUS STREET IMPROVEMENTS IN

THE COUNTY OF RIVERSIDE AND THE CITY OF RIVERSIDE

This Cooperative Agreement ("AGREEMENT") entered into this 11 day of March, 2014, by and between the County of Riverside ("COUNTY"), and the City of RIVERSIDE ("CITY") for the provision of certain roadway improvements within the jurisdictional boundaries of both the COUNTY and the CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

RECITALS

- A. COUNTY and CITY have determined that there is great need to rehabilitate Citrus Street from E La Cadena Drive to Northgate Street/Prospect Avenue (the "PROJECT") as shown in Exhibit A (Location Map). The PROJECT improvements include the reconstruction of curb, gutter, and sidewalk.
- B. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- C. COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefor provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- D. COUNTY and CITY desire to define herein the terms and conditions under which the PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

1 **SECTION 1 • CITY AGREES:**

- 2 1. To be the lead agency in the preparation of plans, specifications and estimates (PS&E), preparation of an
3 environmental document (ED) and obtaining environmental clearance, providing utility coordination and
4 relocation of impacted utilities, acquiring right-of-way, acquiring all permits and advertising, awarding and
5 administering a public works construction contract necessary to construct the PROJECT improvements that
6 are located within the jurisdictional boundaries of the CITY. CITY agrees that should unforeseen
7 circumstances arise which result in an increase of any costs over those shown in Exhibit "B", CITY will in
8 good faith consider an amendment to this AGREEMENT to include any such costs under this AGREEMENT.
- 9 2. To identify and locate all utility facilities within the PROJECT area as part of its project design responsibility. If
10 any existing public and/or private utility facilities conflict with the PROJECT construction, CITY shall make all
11 necessary arrangements with the owners of such facilities for their protection, relocation, or removal. CITY
12 shall require the utility owner and/or its contractors performing the relocation work within COUNTY's right of
13 way to obtain a COUNTY encroachment permit prior to the performance of said relocation work. CITY and
14 COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments
15 into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights,
16 the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility resides.
- 17 3. To prepare an environmental document and to obtain necessary environmental clearances in accordance
18 with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.
19 [CEQA]).
- 20 4. Prepare or cause to be prepared PS&E for PROJECT. Final plans for improvements within COUNTY's right
21 of way shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of
22 California. CITY shall submit such plans to COUNTY for its review of the proposed improvements within
23 COUNTY'S jurisdiction prior to final approval of PS&E. Deviations from standards shall be coordinated with
24 and approved by COUNTY.
- 25 5. To obtain all necessary permits, approvals or agreements required by any Federal or State resource or
26 regulatory agencies pertaining to the construction of the PROJECT, as applicable.
- 27 6. To advertise, award and administer a public works contract for the construction of the PROJECT in
28 accordance with the Local Agency Public Construction Act of the Public Contract Code, the California Labor
29 Code, and in accordance with the permit issued by the Riverside County Transportation Department.

- 1 7. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
2 The Resident Engineer shall perform, or cause to be performed: construction surveys; soils and foundation
3 tests; measurement and computation of quantities; testing of construction materials; checking shop drawings;
4 preparation of estimates and reports; preparation of as-built drawings; and other inspection and staff services
5 necessary to assure that the construction is performed in accordance with the PS&E documents. The
6 Resident Engineer shall be independent of the construction contractor.
- 7 8. To furnish qualified support staff, independent of the construction contractor, to assist the Resident Engineer
8 in its obligations set forth in Section 7, above. .
- 9 9. To construct the PROJECT in accordance with approved PS&E documents.
- 10 10. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
11 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
12 certified material tester.
- 13 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid
14 amount to COUNTY for review and approval prior to final authorization by CITY.
- 15 12. Upon completion of PROJECT, obtain COUNTY'S acceptance of work within COUNTY jurisdiction prior to
16 recording any Notice of Completion.
- 17 13. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans and all contract
18 records, including survey documents, within sixty (60) days following the completion and acceptance of the
19 PROJECT construction contract. Also, to furnish COUNTY electronic copies of final plans, if available.
- 20 14. To furnish COUNTY a final reconciliation of the PROJECT expenses within ninety (90) days following the
21 completion and acceptance of the PROJECT construction contract. If final costs associated with the
22 COUNTY's improvements are in excess of the deposit amount provided for in Section 2 herein, CITY shall
23 include a final bill with the financial reconciliation. If final costs associated with the COUNTY's improvements
24 are less than the deposit amount provided for in Section 2 herein, CITY shall include a reimbursement for the
25 difference with the financial reconciliation.

26 **SECTION 2 • COUNTY AGREES:**

- 1 1. To fund \$116,045 of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of
2 an environmental document (ED) and obtaining environmental clearance, providing utility coordination and
3 relocation of impacted utilities, acquiring right-of-way, and advertising, awarding and administering a public
4 works construction contract necessary to construct the PROJECT improvements that are located within the
5 jurisdictional boundaries of the CITY. COUNTY agrees that should unforeseen circumstances arise which
6 result in an increase of any costs over those shown in Exhibit "B", COUNTY will in good faith consider an
7 amendment to this AGREEMENT to include any such costs under this AGREEMENT.
- 8 2. To provide, at no cost to CITY, oversight of the PROJECT within COUNTY jurisdictional boundaries and to
9 provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely
10 processing of the PROJECT.
- 11 3. To issue, at no cost to CITY or its contractors, upon proper application by CITY or CITY's contractor, an
12 encroachment permit authorizing entry onto COUNTY's right of way to perform survey and other investigative
13 activities required for Construction of the PROJECT.
- 14 4. To provide a representative to coordinate and assist the CITY's Resident Engineer during the construction of
15 the PROJECT and to verify facilities within COUNTY jurisdiction are constructed in accordance with the
16 approved PS&E documents as required by this AGREEMENT.
- 17 5. To deposit with CITY, prior to start of construction contract for the PROJECT and upon written request by the
18 CITY, the amount of \$116,045, which represents the COUNTY's estimated share of the PROJECT cost (with
19 contingencies) as shown in Exhibit "B".
- 20 6. To pay within 45 days of receipt, the invoices for final reconciled costs as shown in Exhibit "B" (Contract
21 Change Order amounts not to exceed the allocated 15% contingency amount without prior approval by
22 COUNTY), submitted by CITY for services rendered in accordance with this AGREEMENT.

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

- 24 1. CITY shall be the lead agency for this Project, and County shall act as a Responsible Agency, in accordance
25 with CEQA.
- 26 2. CITY shall not be obligated to construct the PROJECT until after receipt of COUNTY's Deposit as provided
27 for in Section 2 herein.
- 28 3. If upon opening of bids for construction of the PROJECT and the lowest responsive bid is projected to cause
29 the PROJECT to exceed the agreed budget in Exhibit "B", CITY and COUNTY shall endeavor to agree upon

1 an alternative course of action. If after sixty (60) days from the date of bid opening, an alternative course of
2 action is not agreed upon, the bids shall be rejected and this AGREEMENT shall be deemed to be terminated
3 by mutual consent.

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

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

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

18 7. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by the
19 PROJECT that are located outside of their respective right of way boundaries.

20 8. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
21 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
22 PARTY hereto.

23 9. CITY and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the date
24 of final payment, all records and accounts relating to the PROJECT.

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

1 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
2 under this AGREEMENT.

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

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

14 13. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third
15 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
16 imposing any standard of care with respect to the maintenance of roads different from the standard of care
17 imposed by law.

18 14. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
19 collectively shall constitute one instrument.

20 15. This AGREEMENT shall terminate upon completion of the construction contract and acceptance by both
21 PARTIES, and reconciliation of final invoicing for the PROJECT.

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

24 To County: Riverside County Transportation Department
25 Attention: Patricia Romo
26 4080 Lemon Street, 8th Floor
27 Riverside, CA 92501
28 Phone: (951) 955-6740
29 Fax: (951) 955-3198

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To City: City of Riverside
Attention: Tom Boyd
3900 Main Street
Riverside, CA 92501
Phone:
Fax:

[Signatures of Parties on Following Page]

APPROVALS


COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

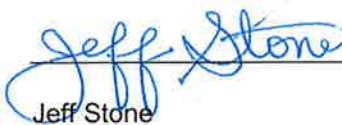
 Dated: 2-24-14

Juan C. Perez
Director of Transportation
Patricia Romo
Assistant Director of Transportation

APPROVED AS TO FORM:

 Dated: 2/26/14
Deputy, 707
Pamela J. Walls
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

 Dated: MAR 11 2014



Jeff Stone
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: MAR 11 2014
DEPUTY
Kecia Harper-Ihem
Clerk of the Board (SEAL)

CITY OF RIVERSIDE

APPROVED BY:

 Dated: 9/17/14
 Scott Barber ⁹⁶
City Manager

APPROVED AS TO FORM:

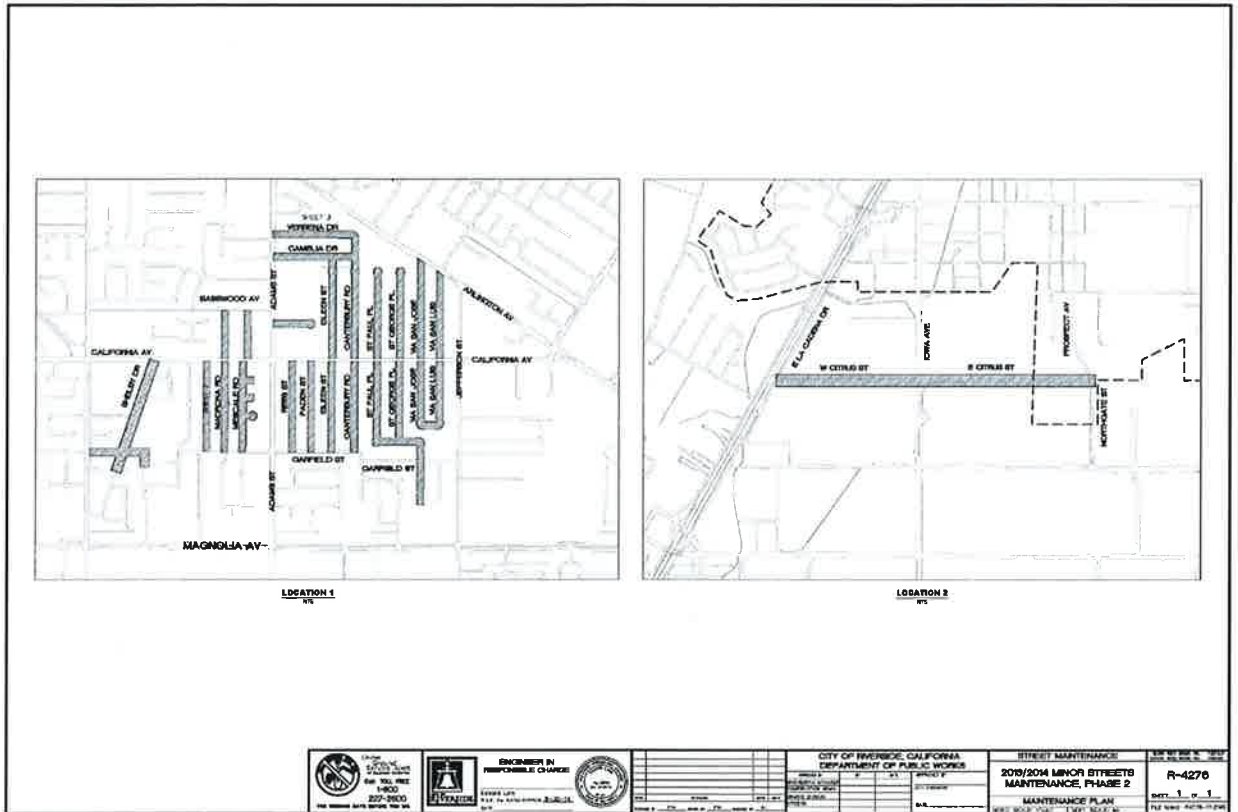
 Dated: 9-3-14
A. BEAUMONT
Deputy City Attorney

ATTEST:

 Dated: September 17, 2014
Colleen J. Nicol
City Clerk

EXHIBIT A

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EXHIBIT B
PROJECT COST ESTIMATE
(OCTOBER 28, 2013)

TASK	COUNTY
PS&E, Environmental, Right of Way Survey, Construction Management	\$15,000
Contingencies	\$9,150
Construction	91,895
Total	\$116,045

PAYMENT SCHEDULE

<u>PAYMENT</u>	<u>AMOUNT</u>	<u>DUE</u>
FY 09/10	\$ 116,045	Prior to Start of Construction