

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

930A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
March 20, 2014

SUBJECT: Cooperative Agreement between the County of Riverside and the City of San Jacinto for the Ramona Expressway Phase 2 Project in the County of Riverside and the City of San Jacinto. 3rd/3rd District. [\$100,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the agreement between the County of Riverside and the City of San Jacinto for the Ramona Expressway Phase 2 Project; and
2. Authorize the Chairman of the Board of Supervisors to execute the same.

BACKGROUND:

Summary

The City of San Jacinto (CITY) recently completed the widening of Ramona Expressway from two to five lanes between Warren Road and Sanderson Avenue. The CITY is proposing to begin construction on Phase 2 of the Ramona Expressway widening project between Eagle Road and Main Street/Lake Park Drive. This next phase will widen Ramona Expressway from two to four lanes, plus a left turn lane, and designated bike path along the shoulder of the road. A portion of the proposed 2.4-mile-long widening project is within unincorporated County of Riverside (COUNTY).

Patricia Romo

Assistant Director of Transportation and Land Management

Patricia Romo
Juan C. Perez

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per.Exec. Office)
COST	\$ 0	\$ 100,000	\$ 100,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax (100%)

There are no General Funds used in this project.

Budget Adjustment: No

For Fiscal Year: FY 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 Stone, seconded by Supervisor Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: April 8, 2014
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.:

District: 3/3

Agenda Number:

3-31

FORM APPROVED COUNTY COUNSEL
BY *H. Kucala* 3/27/14
TARRANT VICTOR DATE

Departmental Concurrence

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

1 COOPERATIVE AGREEMENT BY AND BETWEEN

2 RIVERSIDE COUNTY

3 AND

4 CITY OF SAN JACINTO

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

5 FOR RAMONA EXPRESSWAY PHASE TWO IN

6 THE COUNTY OF RIVERSIDE AND THE CITY OF SAN JACINTO

7 This Cooperative Agreement ("AGREEMENT") entered into this 6th day of May, 2014, by and
8 between the County of Riverside ("COUNTY"), and the City of SAN JACINTO ("CITY") is for the provision of
9 certain roadway improvements within the jurisdictional boundaries of both the COUNTY and the CITY. The
10 COUNTY and CITY are sometimes hereinafter referred to individually as "PARTY" and collectively as the
11 "PARTIES".

12 RECITALS

- 13 A. COUNTY and CITY have determined that there is great need to widen Ramona Expressway (the
14 "PROJECT") as shown in Exhibit A – Ramona Expressway Phase Two (Location Map). The PROJECT
15 improvements include the widening of Ramona Expressway between Eagle Road and Main Street/Lake Park
16 Drive from two to four lanes plus a left turn median, and the addition of a Type I bicycle path.
- 17 B. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of
18 the PROJECT in the interest of coordinating the improvements located in the two jurisdictions and reducing
19 overall costs by processing the two separate jurisdictional improvements as one project.
- 20 C. COUNTY and CITY desire to designate CITY as the lead agency for the PROJECT and CITY will therefor
21 provide the administrative, technical, managerial and support services necessary to develop and implement
22 the PROJECT.
- 23 D. COUNTY and CITY desire to define herein the terms and conditions under which the PROJECT is to be
24 administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and
25 financed.

26 AGREEMENT

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

1 **SECTION 1 • CITY AGREES:**

- 2 1. To fund the entire \$5.225 million cost of the PROJECT including preparation of plans, specifications and
3 estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearances,
4 providing utility coordination and relocation of impacted utilities, acquiring right-of-way and advertising,
5 awarding and administering a public works construction contract necessary to construct the PROJECT.
- 6 2. To obtain all necessary permits, approvals or agreements required by any Federal or State resource or
7 regulatory agencies pertaining to the construction of the PROJECT, as applicable.
- 8 3. To secure all necessary rights of way, rights of entry and temporary construction easements within PROJECT
9 limits necessary to construct PROJECT.
- 10 4. To identify and locate all utility facilities within the PROJECT area as part of its project design responsibility. If
11 any existing public and/or private utility facilities conflict with the PROJECT construction, CITY shall make all
12 necessary arrangements with the owners of such facilities for their protection, relocation or removal. CITY
13 shall require the utility owner and/or its contractors performing the relocation work within COUNTY's right of
14 way to obtain a COUNTY encroachment permit prior to the performance of said relocation work. In the case
15 that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by
16 the CITY.
- 17 5. Pursuant to and in accordance with, the California Environmental Quality Act (CEQA), assume lead agency
18 role and responsibility for preparation, circulation, and adoption of all necessary and appropriate CEQA
19 documents pertaining to the construction, operation and maintenance of PROJECT.
- 20 6. To have final plans for improvements within COUNTY's right of way prepared to COUNTY standards and
21 signed by a Civil Engineer registered in the State of California.
- 22 7. To advertise, award and administer a public works contract for the construction of the PROJECT in
23 accordance with the local Agency Public Construction Code, the California Labor Code, and in accordance
24 with the permit issued by the Riverside County Transportation Department.
- 25 8. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
26 The Resident Engineer shall also be independent of the construction contractor.
- 27 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
28 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
29 checking shop drawings, 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 with
2 the PS&E documents.

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

4 11. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
5 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
6 certified material tester.

7 12. To obtain written approval from COUNTY for any change orders involving the COUNTY'S portion of the
8 PROJECT prior to CITY approving such change orders.

9 13. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans and all contract
10 records, including survey documents, within sixty (60) days following the completion and acceptance of the
11 PROJECT construction. Also, to furnish COUNTY electronic copies of final plans, if available.

12 14. To provide COUNTY with a copy of CITY'S Notice of Completion.

13 **SECTION 2 • COUNTY AGREES:**

14 1. To provide, at no cost to CITY, prompt reviews and approvals, as appropriate, of submittals by CITY, and to
15 cooperate in timely processing of the PROJECT.

16 2. To issue, at no cost to CITY or CITY's contractor, upon proper application by CITY or CITY's contractor, an
17 encroachment permit authorizing entry onto COUNTY's right of way to perform survey and other investigative
18 activities required for Construction of the PROJECT.

19 3. To the extent that the cost of the PROJECT increases beyond the point of exhaustion of CITY's funding
20 sources for the PROJECT, COUNTY agrees to reimburse CITY an amount of up to \$100,000 for the
21 PROJECT, upon receiving an invoice from CITY showing funding shortfall and revised budget.

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

- 2 1. The total cost of the PROJECT is to be paid by CITY with outside funding sources. The total cost of the
3 PROJECT is estimated to be \$5.225 million. The PROJECT is to be funded by CITY with a grant of \$2.675
4 million from the Riverside County Transportation Commission ("RCTC") and additional funding from the
5 Transportation Uniform Mitigation Fee ("TUMF") in the amount of \$2.55 million. Should CITY's funding, along
6 with the COUNTY contribution pursuant to Section 2 subparagraph 3 herein if needed, be insufficient to cover
7 the costs for PROJECT, the PARTIES agree to work cooperatively to obtain additional funding for PROJECT.
8 In no event, however, shall COUNTY be obligated beyond the funding contribution set forth hereinabove.
- 9 2. Construction by CITY of improvements referred to herein which lie within COUNTY rights of way shall not be
10 commenced until an Encroachment Permit to CITY's contractor, authorizing such work has been issued by
11 COUNTY.
- 12 3. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT
13 construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability
14 and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of
15 Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
16 required which name the COUNTY, its officers, elected officials, employees and agents as additionally
17 insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall
18 provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this
19 section to COUNTY prior to the start of construction.
- 20 4. Ownership and title to all materials, equipment and appurtenances installed as part of this AGREEMENT will
21 automatically be vested with the jurisdiction for which the improvements reside and no further AGREEMENT
22 will be necessary to transfer ownership.
- 23 5. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by the
24 PROJECT that are located outside of their respective right of way boundaries.
- 25 6. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed
26 by the PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
27 PARTY hereto.
- 28 7. CITY shall retain or cause to be retained for audit for a period of three (3) years from the date of final
29 payment, all records and accounts relating to the PROJECT.

- 1 8. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
2 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
3 authority or jurisdiction delegated to CITY under this AGREEMENT. It is further agreed that pursuant to
4 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
5 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
6 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
7 under this AGREEMENT.
- 8 9. Neither CITY nor any officer, agent or employee thereof shall be responsible for any damage or liability
9 occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any
10 work, authority or jurisdiction delegated to COUNTY under this AGREEMENT. It is further agreed that
11 pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from
12 any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of
13 anything done or omitted to be done by COUNTY under or in connection with any work, authority or
14 jurisdiction delegated to COUNTY under this AGREEMENT.
- 15 10. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and is
16 intended by the PARTIES to completely state the AGREEMENT in full. Any agreement or representation
17 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
18 this AGREEMENT, is null and void.
- 19 11. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third
20 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
21 imposing any standard of care with respect to the maintenance of roads different from the standard of care
22 imposed by law.
- 23 12. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
24 collectively shall constitute one instrument.
- 25 13. This AGREEMENT shall terminate upon completion of the construction contract and acceptance by both
26 PARTIES, and reconciliation of final invoicing for the PROJECT.
- 27 14. All notices, demands, invoices and written communications shall be in writing and delivered to the following
28 addresses or such other address as the PARTIES may designate:

29 To COUNTY: Riverside County Transportation Department
Cooperative Agreement

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Attention: Patricia Romo
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Phone: (951) 955-6740
Fax: (951) 955-3198

To CITY: City of San Jacinto
Attention: Habib Motlagh, City Engineer
595 S. San Jacinto Avenue, Building A
San Jacinto, CA 92583
Phone: (951) 943-6504
Fax: (951) 943-8416

[Signatures of Parties on Following Page]

APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 3-25-14

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

APPROVED AS TO FORM:

Pamela J. Walls Dated: 3/27/14
Deputy
Pamela J. Walls
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

Jeff Stone Dated: APR 08 2014
Jeff Stone
Chairman, Riverside County Board of
Supervisors

ATTEST:

Kecia Harper-Ihem Dated: APR 08 2014
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CITY OF SAN JACINTO

APPROVED BY:

Tim Hults Dated: 5/12/14

Tim Hults
City Manager

APPROVED AS TO FORM:

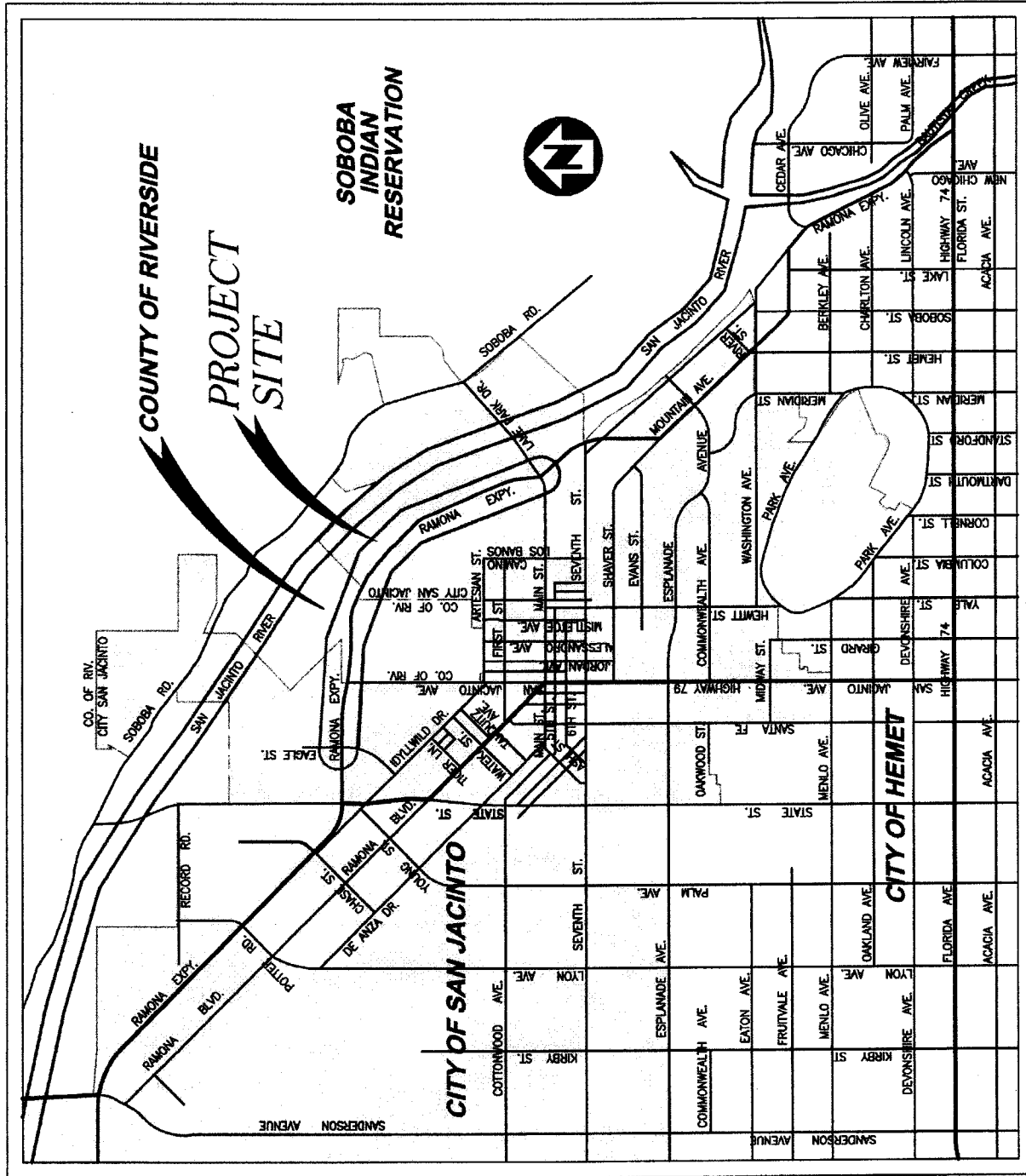
Jeff Ballinger Dated: May 6, 2014
Jeff Ballinger
City Attorney

ATTEST:

Rick Miller Dated: 5/12/14
Rick Miller
City Clerk

EXHIBIT A •

PROJECT LOCATION MAP



PHASE II
RAMONA EXPRESSWAY - EAGLE ST. TO MAIN ST./LAKE PARK DR.

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