

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

109



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
June 8, 2016

SUBJECT: Approval of the Cooperative Agreement between the County of Riverside and City of Blythe for Roadway Improvement Services on 6th Avenue. 4th District; [\$182,000 – Total Cost]; Local Funds 100%


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement between the County of Riverside (County) and City of Blythe (City) for roadway improvement services on 6th Ave; and
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND:

Summary

The County is planning to overlay the pavement on 6th Avenue from State Highway (SH) 95 to Colorado River Road. The southerly half-width of 6th Avenue from Olive Lake Boulevard (5,150 ft east of SH 95) to Colorado River Road is in the incorporated area of the City. The City wishes to include this segment of 6th Avenue with the County's pavement overlay project and will fund their portion of the work, which is \$182,000.


Patricia Romo
Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 182,000	\$ 0	\$ 182,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: City of Blythe (100%). No General Funds are used on this project. **Budget Adjustment:** No
For Fiscal Year: 16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: July 12, 2016
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

3-43

FORM APPROVED COUNTY COUNSEL

BY:  MARSHALA L. VICTOR DATE: 6/10/16

Departmental Concurrence

Positions Added

Change Order

A-30

4/5 Vote

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

FORM 11: Approval of the Cooperative Agreement between the County of Riverside and City of Blythe for Roadway Improvement Services on 6th Avenue. 4th District; [\$182,000 – Total Cost]; Local Funds 100%

DATE: June 8, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The Board of Supervisors granted approval under Agenda Item 3-33 on March 1, 2016, for the County of Riverside Transportation Department to conduct force account work in the Blythe Area, including the City's portion of 6th Avenue from Olive Lake Boulevard (5,150 feet east of SH 95) to Colorado River Road. The cooperative agreement for roadway improvement services outlines the roles and responsibilities of the County and the City. The County will perform the work necessary to complete the pavement overlay project and the City for contribute \$182,000 towards the project to fund the portion of work within the boundary of the City limits.

Impact on Residents and Businesses

The 6th Avenue pavement overlay project will provide the residents and visitors of the Blythe area with a new pavement surface on both the eastbound roadbed (City portion) and the westbound roadbed (County portion). Having the county perform the paving work, on both sides of the road, results in efficiencies that would not be realized if the work were to be split between the County and City.

SUPPLEMENTAL:

Additional Fiscal Information

The total project cost for the 6th Avenue paving between 5,150 feet east of SH 95 to the Colorado River is \$370,000. The City will be funding \$182,000 and the County portion will be funded using gas tax funds.

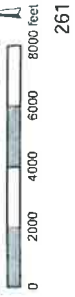
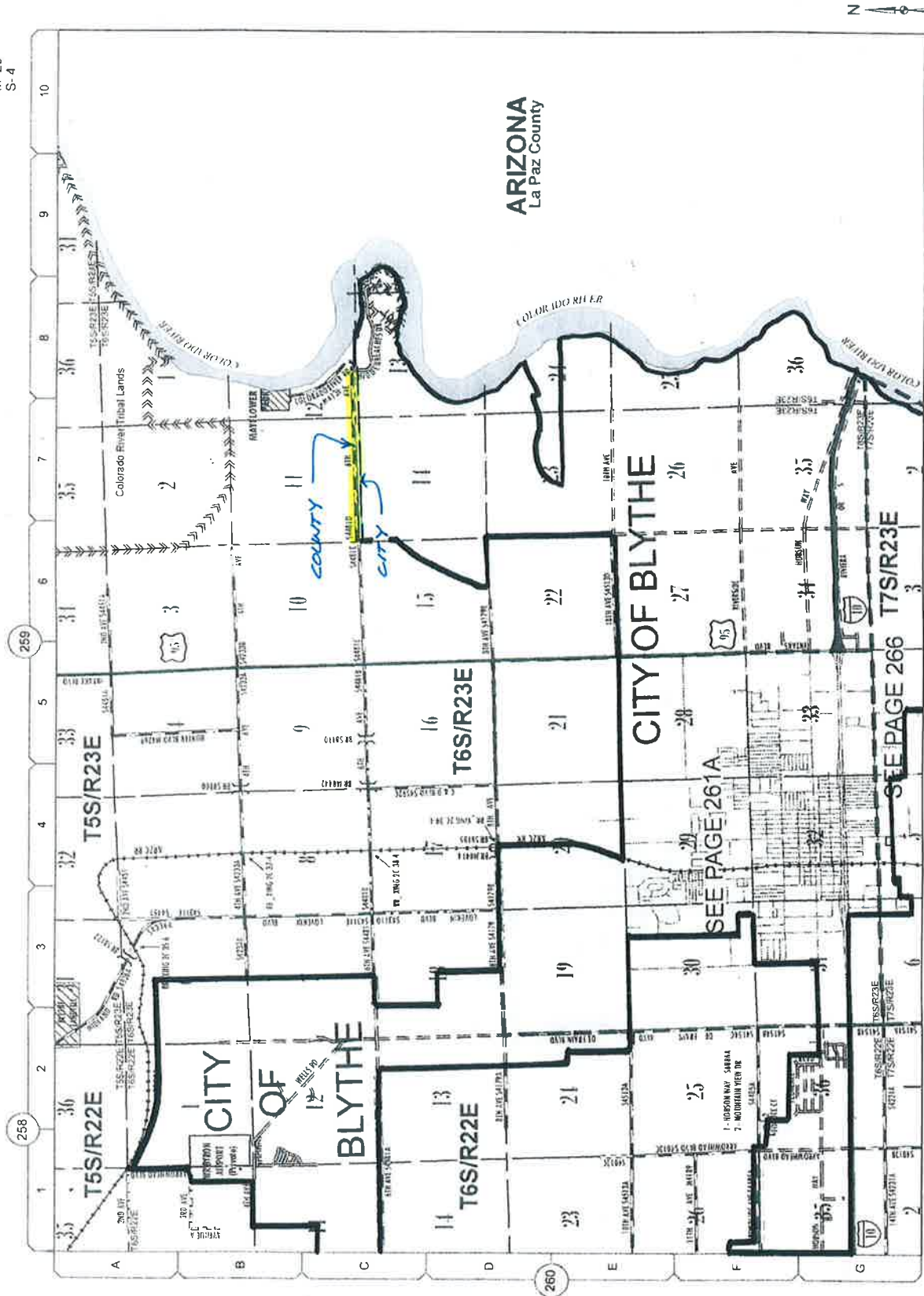
Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity map

Agreement



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May 2, 2011

SEE PAGE 261A

SEE PAGE 266 T7S/R23E

SEE PAGE 261A

1. HOBSON WAY SARAA
2. HOUBAUN WEN DE
SARAA

ARIZONA
La Paz County



1 COOPERATIVE AGREEMENT BY AND BETWEEN
2 COUNTY OF RIVERSIDE
3 AND
4 CITY OF BLYTHE
5 FOR ROADWAY IMPROVEMENT SERVICES ON
6 6th Ave

7 This Agreement entered into this 17 day of March, 2016, by and between the County of Riverside, (hereinafter
8 "COUNTY"), and the City of Blythe, (hereinafter "CITY") for the provision of certain roadway maintenance
9 treatment (Pavement Overlay) on a portion of 6th Avenue located within the jurisdictional boundaries of both the
10 COUNTY and the CITY. COUNTY and CITY are sometimes collectively referred to herein as the "PARTIES".

11 **RECITALS**

- 12 A. COUNTY and CITY have determined that there is need for roadway maintenance treatment (Pavement
- 13 Overlay) on 6th Avenue (hereinafter "PROJECT") as described in Exhibit A (Scope of Work).
- 14 B. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of
- 15 PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall
- 16 costs by processing the two separate jurisdictional improvements as one project.
- 17 C. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will
- 18 therefore provide the administrative, technical, managerial, and support services necessary to develop and
- 19 implement PROJECT.
- 20 D. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT is to be
- 21 administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and
- 22 financed.

23 **AGREEMENT**

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

26 **SECTION 1 • COUNTY AGREES:**

- 27 1. To administer, manage and provide support services necessary for the pavement overlay treatment to the
- 28 existing pavement on 6th Avenue, as set forth in Exhibit A, attached hereto and incorporated by this reference.
- 29 2. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design

1 responsibility, if applicable. If any existing public and/or private utility facilities conflict with PROJECT
2 construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their
3 protection, relocation, or removal.

- 4 3. To prepare environmental documentation as necessary, and to obtain necessary environmental clearances in
5 accordance with the California Environmental Quality ACT (CEQA), if applicable.
- 6 4. To furnish CITY a single invoice with a final reconciliation of project expenses within thirty (30) days following
7 the completion and acceptance of the constructed PROJECT improvements. The invoice amount shall not
8 exceed the costs specified in Section 2 for the CITY's share of the improvements.

9 **SECTION 2 • CITY AGREES:**

- 10 1. Upon approval of this Agreement, to deposit with the COUNTY ninety percent (90%) of the construction costs
11 estimated in the amount of **\$182,000** for the PROJECT improvements located within the jurisdictional
12 boundaries of the CITY.
- 13 2. To authorize COUNTY to approve an increase in the project budget, in an amount not to exceed ten percent
14 (10%) of the original budget share of CITY based on the share of costs shown in Exhibit A, should the original
15 budget be exceeded through no fault of COUNTY.
- 16 3. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
17 contractor, an encroachment permit authorizing entry onto CITY's right of way to perform survey and other
18 investigative activities required for pre-construction and construction activities of the PROJECT.
- 19 4. To pay within 30 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
20 this Agreement.

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

- 22 1. The work shall be performed by COUNTY forces.
- 23 2. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will
24 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
25 be necessary to transfer ownership.
- 26 3. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by
27 PROJECT that are located outside of their respective right of way boundaries.
- 28 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by
29 both PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either

1 party hereto.

2 5. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to
3 PROJECT for a period of ten (10) years from the date of final payment.

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

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

18 8. This Agreement and the exhibits herein contain the entire agreement between the PARTIES, and are
19 intended by the PARTIES to completely state the Agreement in full. Any agreement or representation
20 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
21 this Agreement, is null and void.

22 9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
23 parties not party to this Agreement or affect the legal liability of either party to the Agreement by imposing any
24 standard of care with respect to the maintenance of roads different from the standard of care imposed by law.

25 10. This Agreement may be executed in one or more counterparts and when a counterpart shall have been
26 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
27 instrument.

28 11. This Agreement shall terminate upon completion of construction and reconciliation of final invoicing for the
29 PROJECT.

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IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

[Signatures on Following Page]

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:


 Dated: 6/9/16

Patricia Romo
Director of Transportation

APPROVED AS TO FORM:
GREGORY P. PRIAMOS, County Counsel

By:  Dated: 6/10/16
Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

 Dated: JUL 12 2016

JOHN J. BENOIT

PRINTED NAME
Chairman, Board of Supervisors

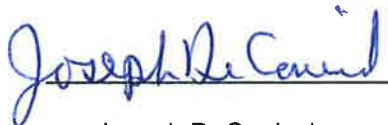
ATTEST:

 Dated: JUL 12 2016

Kecia Harper-Ihem
Clerk of the Board

CITY OF BLYTHE

APPROVED BY:

 Dated: 4-20-16

Joseph DeConinck
PRINTED NAME
Mayor

TITLE
as to form
APPROVED BY:

 Dated: 6/18/16

Barn J. Betterhausen
PRINTED NAME
City Attorney
TITLE

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EXHIBIT A • SCOPE OF WORK

DESCRIPTION: Place, grade & compact cold mix asphalt and reinstall centerline striping over existing pavement for the street and limits listed in the table below. The location is within the City of Blythe and unincorporated area of Riverside County.

COST ESTIMATE:

Street Name	From	To	City's Cost
6 th Ave	5,150' east of SH 95	Colorado River Road	\$182,000



**CITY OF BLYTHE
CITY COUNCIL MEETING**

STAFF REPORT

MEETING DATE: January 12, 2016

SUBJECT: 6TH Avenue Pavement Rehabilitation
PRESENTED BY: Armando Baldizzone, Public Works Director
PREPARED BY: Armando Baldizzone, Public Works Director

RECOMMENDATION: Staff recommends City Council to authorize a purchase order to Riverside County Transportation Department in the amount of \$182,000.00 for the pavement rehabilitation of 6th Avenue from Olive Lake Blvd. to Colorado River Road, and allow budget adjustments to include the construction of this project within the FY 2015/16

FISCAL IMPACT: **Street Capital Projects Funds.** One hundred eighty two thousands and 00/100 dollars.

BACKGROUND: The Riverside County Transportation Department planned to overlay 6th Avenue from Olive Lake Blvd. (5,145 ft east of State Highway 95) to Colorado River Road during the spring 2015. The project was postponed and scheduled for 2016.

STAFF REPORT: Riverside County Transportation Department District 20 (Blythe) is preparing to overlay pavement on 6th Avenue from Olive Lake Blvd. to Colorado River Road within the FY 2015/16. The length of this project is approximately 7,820 feet and half of the road (14 feet in width) is within the Blythe City limits.

Riverside County Transportation Department is proposing a 3-inch overlay, using their own desert mix asphalt. The work will be performed using Riverside County Transportation Department own in-house construction crews. The estimated cost for the City's is \$182,000.00.

Riverside County Transportation Department anticipates conducting the work sometime during May/June 2016.

Staff recommendation is to share the cost of these types of road improvements with Riverside County Transportation Department.

ATTACHMENTS: