

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



**ITEM**  
3.32  
(ID # 8888)

**MEETING DATE:**

Tuesday, March 12, 2019

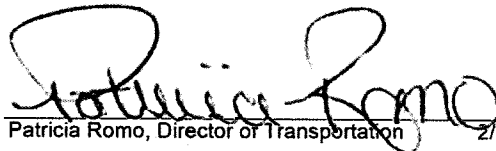
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION  
DEPARTMENT: Approval of the Agreement by and between the County of  
Riverside and the Cities of Norco and Eastvale for the Widening of Hamner  
Avenue from Schleisman Road to Citrus Street and Hamner Avenue from Detroit  
Street to Sixth Street. 2nd District; [\$1,312,539-Total Cost]; WRCOG TUMF  
100%.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement by and between the County of Riverside (County) and the Cities of Norco and Eastvale for the Widening of Hamner Avenue from Schleisman Road to Citrus Street and Hamner Avenue from Detroit Street to Sixth Street and authorize the Chairman of the Board to execute the same.

**ACTION:** 4/5 Vote Required, Policy

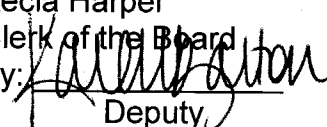
  
Patricia Romo, Director of Transportation 2/13/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel, Washington, Perez and Hewitt  
**Nays:** None  
**Absent:** None  
**Date:** March 12, 2019  
**xc:** Transp.

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 700,000	\$ 612,539	\$ 1,312,539	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> WRCOG TUMF (100%). There are no General Funds used in this project.			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19-19/20

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

Hamner Avenue is a north-south arterial road in the City of Norco (Norco) and the City of Eastvale (Eastvale). The County in cooperation with Cities of Norco and Eastvale are proposing to widen two segments of Hamner Avenue from Schleisman Road to Citrus Street, and from Detroit Street to 6th Street/Norco Drive, to six lanes (3 lanes in each direction) in anticipation of the Bridge Replacement Project that will widen Hamner Avenue Bridge over the Santa Ana River. The limits of the Bridge Replacement Project are from Citrus Street to Detroit Street. Once constructed, these projects will help to meet the current and future traffic demands improving the traffic operation for this corridor.

The proposed Hamner Avenue improvements will add one northbound lane and one southbound lane, sidewalks, and will provide needed infrastructure improvements. The project will be designed to minimize impacts to the existing residents and motorists that regularly use these two segments of Hamner Avenue.

Due to the County's extensive experience in the development and implementation of similar projects, Norco and Eastvale desire to designate the County as the lead administrative agency to perform the preliminary engineering, conduct the environmental studies, prepare the environmental documentation to secure the California Environmental Quality Act (CEQA) clearance and complete the final plans, specifications and estimate (PS&E) for the project.

This Agreement between the County, the City of Norco, and the City of Eastvale, outlines the terms and conditions by which the County will provide the administrative, technical, managerial, and support services necessary for the environmental clearance and engineering to complete the design plans for the project. The cost to provide these services is estimated to be \$1,312,539 which will be reimbursed directly from the Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Funds (TUMF). The City of Norco will be the lead agency to consider and approve any and all environmental documents required by CEQA for this Project.

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

The Agreement was approved by the City of Norco City Council on January 16, 2019 and by the City of Eastvale City Council on January 23, 2019.

Hamner Avenue Widening Project Number: C9-0019

**Impact on Residents and Businesses**

The proposed improvements will improve safety, enhance operational efficiency for pedestrians and local traffic on Hamner Avenue.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

A separate Agreement between the City of Norco, the City of Eastvale, and WRCOG, provides for the County to be reimbursed for work directly from WRCOG in a not-to-exceed amount of \$1,312,539.


There are no General Funds used for this project.

**Contract History and Price Reasonableness**

N/A

**ATTACHMENTS:**

Vicinity Map  
Agreement

  
Jason Farin, Senior Management Analyst

3/5/2019

  
Gregory V. Priapros, Director County Counsel

2/28/2019

# HAMNER AVENUE WIDENING PROJECT



## LEGEND



WIDENING SEGMENTS OF  
HAMNER AVE

1 **AGREEMENT BY AND BETWEEN**

2 **COUNTY OF RIVERSIDE**

3 **AND**

4 **THE CITIES OF NORCO AND EASTVALE**

5 **FOR THE**

6 **WIDENING OF HAMNER AVENUE**

7 **FROM**

8 **SCHLEISMAN ROAD TO CITRUS STREET**

9 **AND**

10 **HAMNER AVENUE**

11 **FROM**

12 **DETROIT STREET TO SIXTH STREET**

13  
14 This AGREEMENT, effective on March 2, 2019, by and between the County of Riverside,  
15 acting through its Transportation Department, a political subdivision of the State of California, referred to  
16 hereinafter as COUNTY, and the City of Norco a municipal corporation, referred to hereinafter as NORCO and  
17 City of Eastvale a municipal corporation, referred to hereinafter as EASTVALE, and collectively referred to as  
18 CITIES. COUNTY AND CITIES are sometimes collectively referred to hereinafter as PARTIES, and individually  
19 as a PARTY.

20 **RECITALS**

- 21 A. The PARTIES have determined that there is significant need to widen Hamner Avenue to six lanes between  
22 Schleisman Road to Citrus Street and Hamner Avenue between Detroit Street to Sixth Street (hereinafter  
23 "PROJECT") as further described in Exhibit "A" (Scope of Work).
- 24 B. Since the PROJECT is within the jurisdictional boundaries of both CITIES, CITIES are the implementing  
25 agencies responsible for sponsoring and funding the PROJECT. In accordance with the California  
26 Environmental Quality Act (CEQA), NORCO will be the Lead Agency to consider and approve any and all  
27 environmental documents required by CEQA for the PROJECT. EASTVALE desires to cooperate and  
28 participate in funding the portion of the PROJECT in EASTVALE's jurisdictional borders. Both EASTVALE  
29 and COUNTY will be considered Responsible Agencies that will issue discretionary approval for actions within

1 their jurisdiction.

2 C. Due to COUNTY extensive experience in the development and implementation of similar projects. CITIES  
3 desire to designate the COUNTY as the agency to perform the preliminary engineering, conduct the  
4 environmental studies, prepare the environmental documentation to secure the CEQA clearance and  
5 complete the final plans, specifications and estimate (PS&E) for the PROJECT. COUNTY will therefore  
6 provide the administrative, technical, managerial, and support services necessary for this PROJECT.

7 D. The project funding allocation will be provided from Western Riverside Council of Governments (WRCOG)  
8 through Transportation Uniform Mitigation Funds (TUMF) in the amount of \$1,312,539 as approved by a  
9 separate agreement between the CITIES and WRCOG. COUNTY will invoice WRCOG directly for  
10 reimbursement for services completed under this AGREEMENT.

11 E. COUNTY selected CNS Engineers to provide the necessary environmental and engineering services for this  
12 PROJECT.

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

16 G. The purpose of this AGREEMENT is to memorialize the mutual understandings by and between COUNTY,  
17 EASTVALE, and NORCO with respect to each PARTY's roles and responsibilities for the PROJECT.

18 **AGREEMENT**

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

21 1. COUNTY will act on behalf of the CITIES as the agency that will perform the preliminary engineering,  
22 conduct the environmental studies, prepare the environmental documentation to secure the CEQA  
23 clearance and complete the final PS&E package for this PROJECT. All services are dependent on the  
24 continued availability of the TUMF funds. COUNTY will provide services on a reimbursable basis and has  
25 absolutely no obligation with regard to COUNTY funding for any portion of the PROJECT.

26 2. COUNTY will hold project development meetings of which CITIES can attend.

27 3. COUNTY shall obtain CITIES approval of final PS&E documents.

28 4. COUNTY will obtain formal approval by the CITIES of relevant architectural treatments and landscaping  
29 details that are proposed for the PROJECT.

- 1 5. COUNTY will coordinate with CITIES' staff, CITIES' Council, community groups and the general public as  
2 part of the outreach effort for the PROJECT.
- 3 6. COUNTY will prepare certain right-of-way documents in compliance with all applicable State and Federal  
4 laws and regulations. Documents to be prepared by the COUNTY include but are not limited to Legal  
5 Descriptions, Plats, Right-of-way Maps and Appraisals.
- 6 7. COUNTY will identify utility conflicts and design for and coordinate relocations for the PROJECT acting on  
7 behalf of the CITIES, if necessary.
- 8 8. COUNTY will perform right-of-way activities required to acquire necessary right-of-way for the PROJECT  
9 including appraisals and acquisition if necessary.
- 10 9. Each CITY shall provide funding for implementing the PROJECT, including but not limited to the items  
11 listed in Exhibit B, Cost Estimate, attached hereto and by this reference incorporated herein. Each CITY  
12 has agreed and shall provide the PROJECT funding through its respective allocation of Transportation  
13 Uniform Mitigation Funds (TUMF) from Western Riverside Council of Governments (WRCOG) in the  
14 amount of \$1,312,539 as approved by a separate agreement between the CITIES and WRCOG. Each  
15 CITY agrees and consents to the COUNTY to receive its reimbursement of costs by submitting an invoice  
16 WRCOG directly for reimbursement for services completed under this AGREEMENT.
- 17 10. Each CITY will deliver legal title to the right-of-way, including access rights in compliance with the current  
18 State Right-of-way manuals, procedures, and guidelines, free and clear of all encumbrances detrimental  
19 to the CITIES' present and future uses not later than the start of construction. Upon completions of the  
20 project, each CITY will maintain and operate the project within their respective jurisdictions.
- 21 11. Each CITY will provide oversight of the PROJECT, to provide prompt reviews and approvals, as  
22 appropriate, of submittals by the COUNTY, and to cooperate in timely processing of the PROJECT.
- 23 12. Each CITY will issue to the COUNTY or its consultants and contractors, upon proper application by the  
24 COUNTY or the COUNTY's consultants or contractors, an encroachment permit authorizing entry onto  
25 CITY'S right-of-way to perform survey and other investigative activities required to complete the design,  
26 environmental documentation and right-of-way activities for the PROJECT.
- 27 13. Nothing in this AGREEMENT is intended to commit the CITES to funding any portion of PROJECT  
28 beyond the funds identified in this AGREEMENT, nor shall this AGREEMENT be construed as obligating  
29 COUNTY to continue with the PROJECT, if funds are not available.



1 14. Nothing in this AGREEMENT shall be construed to prevent or preclude COUNTY from expending funds  
2 on the PROJECT to perform the activities described herein prior to the execution of the AGREEMENT, or  
3 from being reimbursed for such expenditures should such funds be expended prior to the execution of the  
4 AGREEMENT.

5 15. The COUNTY shall require, at a minimum, all persons or entities hired to perform services regarding the  
6 PROJECT (including their subcontractors, consultants and agents) to obtain insurance of the types and in  
7 the amounts described below. Such insurance shall be maintained throughout the term of this  
8 AGREEMENT, or until completion of the PROJECT, whichever occurs last:

9 a) Occurrence version commercial general liability insurance or equivalent form with a combined single  
10 limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate  
11 limit, it shall apply separately to the work contemplated under this AGREEMENT ("WORK") or be no  
12 less than two times the occurrence limit.

13 b) Business automobile liability insurance or equivalent form with a combined single limit of not less than  
14 \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned  
15 automobiles.

16 c) Errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence.  
17 Professional liability insurance shall only be required of design or engineering professionals.

18 d) **Workers' compensation insurance with statutory limits and employers' liability insurance with limits of**  
19 **not less than \$1,000,000 each accident.**

20 16. For the term of this AGREEMENT, no member, officer or employee of the COUNTY or CITIES, during the  
21 term of his or her service with the COUNTY or CITIES, as the case may be, shall have any direct interest  
22 in this AGREEMENT, or obtain any present or anticipated material benefit arising therefrom.

23 17. CITIES and COUNTY shall retain or cause to be retained for audit for a period of three (3) years from the  
24 date of final payment, all records and accounts relating to the WORK or the execution of this  
25 AGREEMENT.

26 18. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
27 occurring by reason of anything done or omitted to be done by CITIES under or in connection with any  
28 work, authority or jurisdiction delegated to CITIES under this AGREEMENT. It is further agreed that  
29 pursuant to Government Code Section 895.4, each CITY shall fully indemnify and hold COUNTY



1 harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring  
2 by reason of anything done by such CITY under or in connection with any work, authority or jurisdiction  
3 delegated to CITIES under this AGREEMENT.

4 19. Neither CITIES 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 COUNTY (or its contractors,  
6 subcontractors, consultants, or agents) under, or in connection with any work, authority or jurisdiction  
7 delegated to COUNTY under this AGREEMENT. It is further agreed that pursuant to Government Code  
8 Section 895.4, COUNTY shall fully indemnify and hold CITIES harmless from any liability imposed for  
9 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to  
10 be done by COUNTY (or its contractors, subcontractors, consultants, or agents) under or in connection  
11 with any work, authority or jurisdiction delegated to COUNTY (or its contractors, subcontractors,  
12 consultants, or agents) under this AGREEMENT.

13 20. This AGREEMENT shall be governed by and construed under the laws of the State of California. Venue  
14 shall be in Riverside County, California.

15 21. This AGREEMENT constitutes the entire agreement between the PARTIES relating to the subject matter  
16 hereof and supersedes any previous agreements or understandings.

17 22. The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity  
18 of any other provision of this AGREEMENT.

19 23. All rights and obligations hereunder that by their nature are to be performed after any expiration or  
20 termination of this AGREEMENT shall survive any such expiration or termination.

21 24. There are no intended third party beneficiaries of any right or obligation assumed by the PARTIES.

22 25. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and  
23 signed by all PARTIES and no oral understanding or other agreement not incorporated herein shall be  
24 binding on the PARTIES.

25 26. All notices permitted or required under this AGREEMENT shall be deemed made when delivered to the  
26 applicable party's representative as provided in this AGREEMENT. Such notices shall be mailed or  
27 otherwise delivered to the addresses set forth below, or at such other address as the respective parties  
28 may provide in writing for this purpose:  
29



*Hamner Avenue Widening Project*

1 If to COUNTY:

If to EASTVALE:

2 County of Riverside Transportation Department

City of Eastvale

3 Attn: Director of Transportation

Attn: City Engineer

4 4080 Lemon St, 8<sup>th</sup> Floor

12363 Limonite Ave., Ste. 910

5 Riverside CA 92502

Eastvale, CA 91752

6  
7 If to NORCO:

8 City of Norco

9 Attn: City Engineer

10 2870 Clark Avenue

11 Norco, CA 92860


12  
13 Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after  
14 deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address.

15  
16 27. This AGREEMENT may be executed in one or more counterparts, and when a counterpart shall have  
17 been signed by each PARTY hereto, each shall be deemed an original, but all of which constitute one  
18 and the same instrument.

1 APPROVALS

2 COUNTY OF RIVERSIDE


3 RECOMMENDED FOR APPROVAL:

4  Dated: 2-13-19

5 Patricia Romo, Director of Transportation

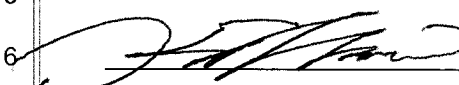
6 APPROVED AS TO FORM:

7 Gregory P. Priamos, County Counsel

8  Dated: 4/2/19

9 By Deputy Danielle Harwood


10 APPROVAL BY THE BOARD OF SUPERVISORS:

11  Dated: MAR 12 2019

12 KEVIN JEFFRIES

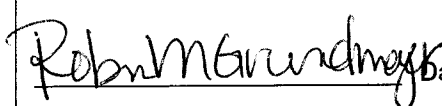
13 Chairman, Riverside County Board of Supervisors

14 ATTEST:

15  Dated: MAR 12 2019

16 Kecia Harper ~~John~~  
17 Clerk of the Board (Seal)

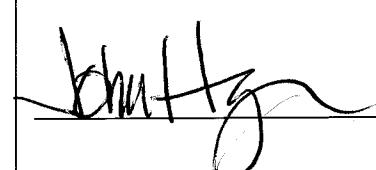
CITY OF NORCO:

 Dated: 01/16/2019


Robin Grundmeyer, Mayor

APPROVED AS TO FORM:

John Harper, City Attorney

 Dated: 01/16/2019

ATTEST:


 Dated: 01/16/2019

Cheryl Link, SMC, City Clerk



1       **APPROVALS**

2       **CITY OF EASTVALE:**

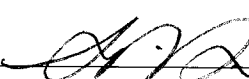
3  
4         
5       \_\_\_\_\_ Dated: 1/23/19  
6       Bryan Jones, City Manager

7  
8       **APPROVED AS TO FORM:**

9       Erica L. Vega, City Attorney

10         
11       \_\_\_\_\_ Dated: 1/23/19  
12

13       **ATTEST:**

14  
15         
16       \_\_\_\_\_ Dated: 1/23/19  
17       Steven Aguilar, City Clerk

**Exhibit A – PROJECT DESCRIPTION**

**Project Title:** Hamner Avenue Widening Project from Schleisman Road to Citrus Street and Detroit Street to 6th Street/Norco Drive

**Project Scope of Work**

The County of Riverside in cooperation with Cities of Norco and Eastvale are proposing to widen Hamner Avenue from Schleisman Road to Citrus Street and Detroit Street to 6th Street/Norco Drive under the Hamner Avenue Widening Project. This proposed project will widen Hamner Avenue to the ultimate street section of six lanes (three lanes in each direction) to match the Bridge Replacement Project that will widen Hamner Bridge over the Santa Ana River. The limits of the Bridge Replacement Project are from Citrus Street to Detroit Street. These projects will meet the current and future traffic demands and will improve the traffic operation for this corridor.

VICINITY MAP



Exhibit B – COST ESTIMATE

	Phase	Cost
1	Preliminary Engineering/Environmental Document (CNS Engineering)	\$439,441
2	Final Engineering (CNS Engineering)	\$411,200
3	Right of Way Engineering (CNS Engineering)	\$143,707
4	County Project Management and Administration (County of Riverside)	\$198,870
5	Contingency (10%)	\$119,322
	Total	\$1,312,539