

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



ITEM: 3.54
(ID # 12705)

MEETING DATE:
Tuesday, August 04, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of the Agreement between the County of Riverside
and the City of Norco for Waterline Improvements through the Hamner Avenue
Bridge. District 2. [\$1,697,400 Total Cost – 100% City of Norco]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Agreement between Riverside County and the City of Norco for the Waterline Improvements in the City of Norco and authorize the Chairman of the Board to execute the same.


ACTION: Policy


Patricia Romo, Director of Transportation 8/25/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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: August 4, 2020
xc: Transp.

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 700,000	\$ 800,000	\$ 1,697,400	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: City of Norco 100%. No General Funds will be used on this project.			Budget Adjustment:	No
			For Fiscal Year:	20/21 - 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside (County), in cooperation with the Cities of Eastvale (Eastvale) and Norco (Norco), is proposing to replace the existing Hamner Avenue Bridge over the Santa Ana River with a new, longer and wider bridge to enhance safety and improve traffic circulation. The Hamner Avenue Bridge is located within Norco near the southern border of Eastvale.

Norco would like to take this opportunity to construct a new waterline through the new Hamner Avenue Bridge. Norco has requested that the County include the construction of a 20-inch waterline as part of the Hamner Avenue bridge construction contract to provide the least amount of inconvenience to the public and to provide the best coordination of the utility-related work with the County's construction project. All the costs under the agreement will be funded by Norco.

The Agreement between Riverside County and the City of Norco for the waterline improvements, provides for the funding and implementation of the following work:

	PROJECT COST ESTIMATE	Norco
1.	Construction of a new 20-inch waterline	\$1,476,000
2.	Construction Engineering and Inspection	\$221,400
	TOTAL COST	\$1,697,400

The City of Norco City Council approved the agreement at their July 1, 2020 City Council meeting.

The agreement has been reviewed and approved by County Counsel.

Project Number: D1-0024

Environmental Findings

The waterline improvements have been environmentally cleared with the Hamner Avenue Bridge Replacement Project.

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Norco is the lead agency for the approval of the CEQA document for the Hamner Avenue Bridge Replacement Project. By Minute Order dated April 17, 2019 (Agenda Item 6B), Norco City Council adopted the Initial Study/Mitigated Negative Declaration for the Hamner Avenue Bridge Replacement Project. The Notice of Determination was posted with the Riverside County Recorder's Office on April 22, 2019.

On May 5, 2020 (Agenda Item 3.29), the County Board of Supervisor adopted Resolution 2020-067 and filed the Notice of Determination to make the County the responsible agency of the CEQA findings associated with the Hamner Avenue Bridge Replacement Project.

Impact on Residents and Businesses

The Hamner Avenue Bridge Replacement Project will improve traffic flow on Hamner Avenue and provide a multipurpose trail for multiple users (hikers, bicyclists and equestrians). By completing the waterline improvements simultaneously with the bridge project, there will be less impacts on the public during construction. Also, coordination of the utility-related work will be more efficient.

Construction is scheduled to start in January 2021 and complete in December 2022.

Additional Fiscal Information

Norco has requested the County include in its construction contract the work to construct the new 20-inch waterline through the Hamner Avenue Bridge over the Santa Ana River as described in the cooperative agreement.

The total cost for the construction of the 20-inch waterline under the cooperative agreement is \$1,697,400. Norco will fund the construction of the waterline.

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Vicinity Map
Agreement



Jason Farin, Principal Management Analyst

7/28/2020



Gregory L. Priamos, Director County Counsel

7/11/2020

CLERK'S COPY

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

City of Norco Waterline Project

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

AND

CITY OF NORCO

FOR THE WATERLINE IMPROVEMENTS IN

THE CITY OF NORCO

This Agreement entered into this 4TH day of August, 2020, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Norco, (hereinafter "NORCO") for the provisions for the waterline improvements through the Hamner Avenue bridge located within the jurisdictional boundaries of NORCO.

RECITALS

- A. COUNTY, NORCO and City of Eastvale (EASTVALE) entered into an agreement on March 8, 2016 (Contract No. 16-02-001) to replace the structurally deficient Hamner Avenue 2-lane bridge over the Santa Ana River with a 6-lane bridge.
- B. NORCO desires to take this opportunity to have the COUNTY construct a 20 inch waterline as part of Hamner Avenue Bridge Replacement Project over the Santa Ana River (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map).
- C. In accordance with the California Environmental Quality Act (CEQA), NORCO is the Lead Agency to consider and approve any and all environmental documents required by CEQA for the PROJECT as part of the Hamner Avenue Bridge Replacement. The COUNTY is designated as the Responsible Agency for performing the construction and construction management for this PROJECT.
- D. COUNTY and NORCO desire to define herein the terms and conditions under which said 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

Cooperative Agreement

AUG 04 2020 3.54

hereto agree as follows:

SECTION 1 • NORCO AGREES:

1. To fund one-hundred (100) percent of the cost for the of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, and providing utility coordination and relocation of impacted utilities.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT. Final plans for improvements are within NORCO's right of way shall be prepared by NORCO to NORCO standards, and signed by a Civil Engineer registered in the State of California. COUNTY shall not solicit construction bids until NORCO has approved its PROJECT PS&E documents and supplied the PS&E to the COUNTY.
3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, NORCO shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted.
4. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).
5. To cooperate with the COUNTY in advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements.
6. To fund the construction of the PROJECT. The estimated costs for the construction of the PROJECT are provided in Exhibit "B" attached hereto and incorporated herein. NORCO agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", NORCO will in good faith review said changes consentient with Section 2.7 of this agreement, and will not unreasonably withhold its approval including change orders and any necessary amendment to this Agreement.
7. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of

PROJECT.

8. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's contractor, an encroachment permit authorizing entry onto NORCO's right-of-way for Construction of the PROJECT.
9. To provide a representative to coordinate through the COUNTY's Resident Engineer during the construction of PROJECT and to verify facilities are constructed in accordance with the approved PS&E documents as required by this agreement.
10. To deposit with COUNTY, prior to awarding PROJECT thereof, one hundred percent (100%) of the total lowest responsive bid amount for the PROJECT, with the remaining balance for construction engineering and inspection services being paid to COUNTY upon completion and acceptance of the PROJECT.
11. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with this agreement.

SECTION 2 • COUNTY AGREES:

1. To make written application to NORCO for an encroachment permit authorizing entry into NORCO's right-of-way for the purposes of constructing PROJECT.
2. To advertise, award and administer a public works contract for the construction of PROJECT in accordance with all applicable laws, including but not limited to the local Agency Public Construction Code, the California Labor Code, and in accordance with the permit issued by the COUNTY.
3. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
4. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and foundation tests, measurement and computation of quantities, testing of construction materials, checking shop drawings, preparation of estimates and reports, preparation of mark-ups for the as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the PS&E

documents.

5. To construct PROJECT in accordance with approved PS&E documents.
6. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a certified material tester.
7. To submit any contract change order to NORCO for review and approval prior to final authorization by COUNTY.
8. To furnish NORCO a complete set of full-sized mark-ups of the PROJECT plans that will allow NORCO to complete the as-built plans, all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract
9. To furnish NORCO a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the PROJECT are in excess of the deposit provided in Section 1, COUNTY shall include a final bill with the financial reconciliation. If final costs associated with the PROJECT are less than the deposit provided in Section 1, COUNTY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost for construction and construction management for this PROJECT is estimated to be **\$1,697,400** as detailed in Exhibit "B".
2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of NORCO's deposit as required in Section 1.
3. If upon opening of bids for construction of PROJECT and if the bids indicate a cost overrun of no more than 15% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the contract. Norco expressly agrees to amend this contract to reflect the increase in costs.
4. If upon opening of bids, it is found that a cost overrun exceeding fifteen percent (15%) of the

1 Total Estimate Cost will occur, COUNTY and NORCO shall endeavor to agree upon an
2 alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an
3 alternative course of action is not agreed upon, this Agreement shall be deemed to be
4 terminated by mutual consent, with each agency sharing incurred costs in accordance with
5 the cost shares as set forth in Section I, Article (1), Section II, Article (1).
6

- 7 5. Construction by PROJECT improvements referred to herein which lie within NORCO rights of
8 way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's
9 contractor, authorizing such work has been issued by NORCO
- 10 6. NORCO personnel may observe and inspect all work being done on PROJECT, but shall
11 provide any comments to COUNTY personnel who shall be solely responsible for all
12 communications with COUNTY contractor.
- 13 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and
14 acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance,
15 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of
16 \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the
17 amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name
18 of NORCO, its officers, officials, agents and employees as additionally insured. COUNTY
19 shall also require COUNTY's contractor to maintain Worker's Compensation Insurance.
20 COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which
21 meet the requirements of this section to NORCO prior to the start of construction.
- 22 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this
23 agreement will automatically be vested to NORCO and no further agreement will be
24 necessary to transfer ownership.
- 25 9. NORCO shall be responsible for any maintenance the improvements provided by PROJECT.
- 26 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing
27 and signed by both parties and no oral understanding or agreement not incorporated herein
28 shall be binding on either party hereto.
- 29 11. COUNTY and NORCO shall retain or cause to be retained for audit for a period of three (3)

years from the date of final payment, all records and accounts relating to PROJECT.

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

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

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

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

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

17. This Agreement shall terminate upon completion of the PROJECT or upon mutual agreement of the parties.

APPROVALS

COUNTY OF RIVERSIDE

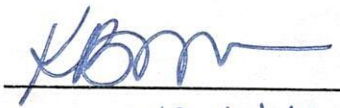
RECOMMENDED FOR APPROVAL:

 Dated: 7-6-2020

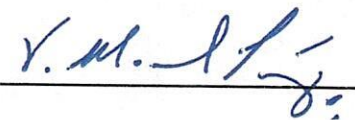
Patricia Romo, Director of Transportation

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

 Dated: 7/7/2020
By Deputy K. Bell Valdez

APPROVAL BY THE BOARD OF SUPERVISORS:

 Dated: AUG 04 2020

V. MANUEL PEREZ

Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: AUG 04 2020

Kecia Harper-Ihem

Clerk of the Board (Seal)

CITY OF NORCO:

_____ Dated: _____

Berwin Hanna, Mayor

APPROVED AS TO FORM:

John Harper, City Attorney

_____ Dated: _____

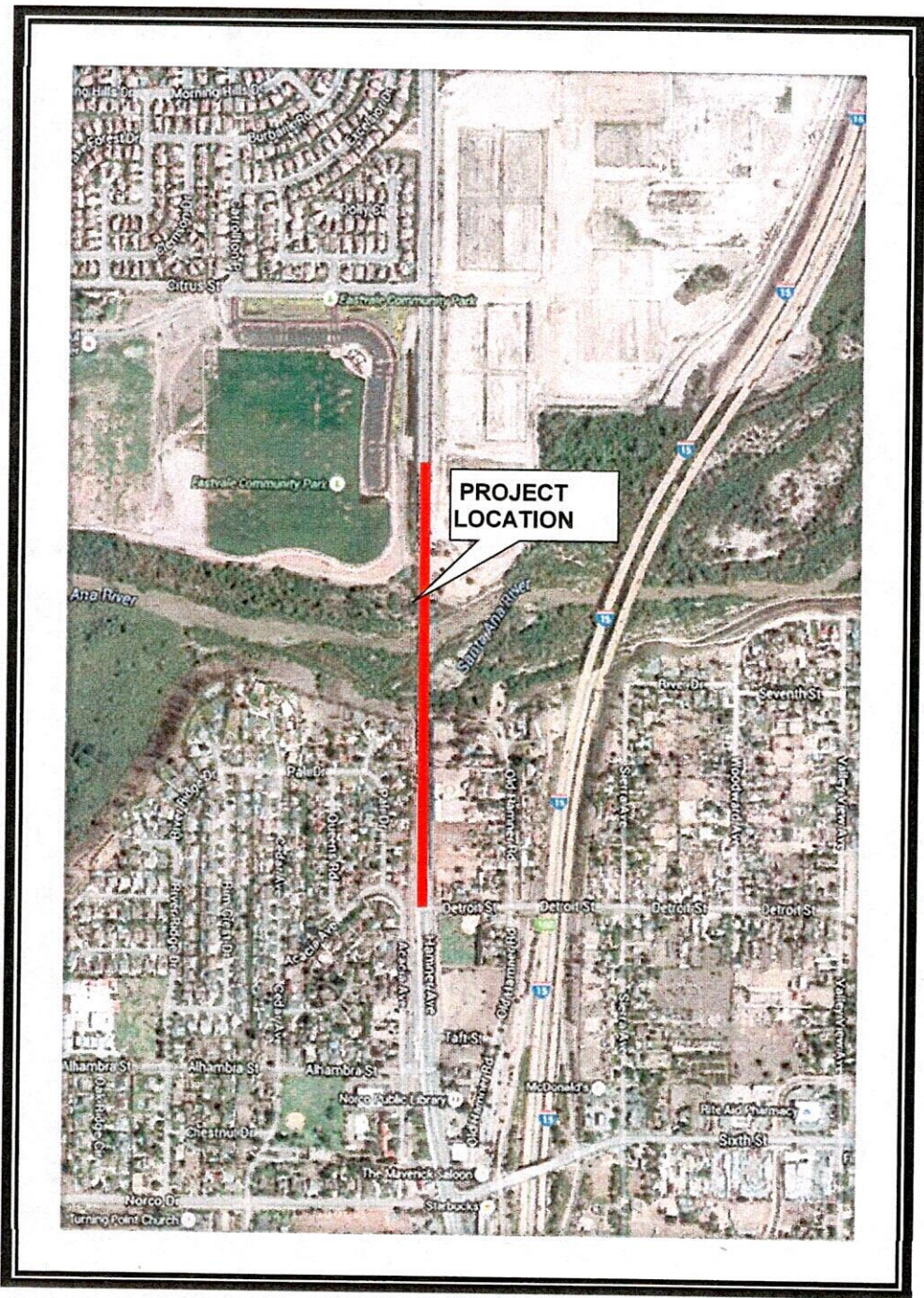
ATTEST:

_____ Dated: _____

Dana Roa, City Clerk

EXHIBIT "A"

HAMNER AVENUE WATERLINE IMPROVEMENTS



VICINITY MAP

WATERLINE IMPROVEMENTS ON HAMNER AVENUE**EXHIBIT "B"**
PROJECT COST ESTIMATE
March 24, 2020

Description	Total
Construction	\$ 1,476,000.00
Construction (Engineering & Inspection)	\$ 221,400.00
Total:	\$1,697,400.00