

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



ITEM: 3.55
(ID # 12706)

MEETING DATE:
Tuesday, August 04, 2020

FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/ TRANSPORTATION
DEPARTMENT: Approval of the Cooperative Agreement between the County of
Riverside and Riverside County Regional Park and Open-Space District for the
Santa Ana River Trail Improvements in the City of Norco. District 2. [\$2,975,000
Total Cost – 100% Local Funds] (Companion Item to MT No. 12487)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approval of the Cooperative Agreement between the County of Riverside and Riverside
County Regional Park and Open-Space District for the Santa Ana River Trail
Improvements within the City of Norco and authorize the Chairman of the Board to
execute the same.

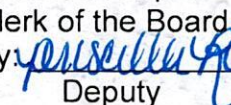
ACTION:Policy


Patricia Romo, Director of Transportation 8/24/2020

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

(Companion Item 13.1)

**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	\$ 500,000	\$ 1,500,000	\$ 2,975,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Riverside County Regional Park and Open-Space District (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 City of 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 the jurisdictional boundaries of the City of Norco.

The County, Norco and Riverside County Regional Park and Open-Space District (Parks) would like to take this opportunity to construct two (2) segments of the Santa Ana River Trail adjacent to the Hamner Avenue Bridge. Segment 1 will be constructed on the north-east side of the Hamner Avenue Bridge. Segment 2 will be constructed on the south-east side of the Hamner Avenue Bridge. The proposed trail improvements are for the construction of a 12-foot wide asphalt concrete multipurpose trail. These two (2) segments will adjoin to the 12-foot wide multipurpose trail proposed with the new Hamner Avenue Bridge project.

These two (2) segments are part of the 110-mile Santa Ana River Trail, spanning the Counties of San Bernardino, Riverside and Orange that Parks is planning to construct.

The City of Norco and Parks have requested that the County include the construction of these two (2) segments of the Santa Ana River Trail along with the Hamner Avenue bridge construction contract to provide the least amount of inconvenience to the public and to provide the best coordination with the County's construction project. All the costs under the agreement will be funded by Parks.

The cooperative agreement between the County and Parks provides for the funding and implementation of the following work:

	PROJECT COST ESTIMATE	Parks
1.	Trail Right of Way	\$100,000
2.	Construction of Trail	\$2,500,000
3.	Construction Engineering and Inspection	\$375,000

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

	TOTAL COST	\$2,975,000
--	------------	--------------------

The agreement has been reviewed and approved by County Counsel.

Project No.: D0-0108

Environmental Findings

The two (2) segments of the Santa Ana River Trail improvements have been environmentally cleared with the Hamner Avenue Bridge Replacement Project.

The City of 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), the 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 two (2) segments of the Santa Ana River Trail improvements with the bridge replacement project, there will be less impacts to the public.

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

Additional Fiscal Information

The total cost for the construction of the two (2) segments of the Santa Ana River Trail is estimated to be \$2,975,000. Parks will fund 100% of the cost to construct the trail segments.

Contract History and Price Reasonableness

N/A

ATTACHMENTS

Vicinity Map

Cooperative Agreement

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



Jason Farin, Principal Management Analyst 7/29/2020



Gregory J. Priamos, Director County Counsel 7/1/2020

COOPERATIVE AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY
AND
RIVERSIDE COUNTY REGIONAL PARK AND OPEN-SPACE DISTRICT
FOR THE SANTA ANA RIVER TRAIL IMPROVEMENTS LOCATED WITHIN
THE CITY OF NORCO

This Agreement for the Santa Ana River Trail Improvements located within the City of Norco ("Agreement") entered into this 4TH day of August, 2020, by and between the County of Riverside, a political subdivision of the State of California, (hereinafter "COUNTY"), and Riverside County Regional Park and Open-Space District, a special district created pursuant to the California Public Resources Code Division 5, Chapter 3, Article 3, (hereinafter "PARKS") for the provisions for Santa Ana River Trail Improvements located within the jurisdictional boundaries of the City of Norco (hereinafter "NORCO").

RECITALS

- A. COUNTY, NORCO and PARKS are proposing to construct two (2) segments of the Santa Ana River Trail (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map). Segment 1 will be constructed on the north-east side of Hamner Avenue Bridge. Segment 2 will be constructed on the south-east side of the Hamner Avenue Bridge.
- B. The PROJECT will be constructed as part of Hamner Avenue Bridge Replacement Project over the Santa Ana River.
- C. The COUNTY in cooperation with NORCO will be completing the environmental and the engineering services to construct this PROJECT as part of the Hamner Avenue Bridge Replacement Project.
- D. Due to the PROJECT being located within the jurisdictional boundaries of the city of NORCO, 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 Project. The COUNTY is

1 designated as a Responsible Agency for performing the construction and construction
2 management for this PROJECT.

- 3 E. COUNTY and PARKS desire to define herein the terms and conditions under which said
4 PROJECT is to be administered, environmentally cleared, engineered, coordinated,
5 constructed, managed, maintained and financed.

6 AGREEMENT

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

9 SECTION 1 • PARKS AGREES:

- 10 1. To fund one-hundred (100) percent of the cost for acquiring the right of way, advertising,
11 awarding and administering a public works construction contract necessary to construct
12 PROJECT improvements. The estimated costs for the construction of the PROJECT are
13 provided in Exhibit "B" attached hereto and incorporated herein. PARKS agrees that
14 should unforeseen circumstances arise which result in an increase of any costs over those
15 shown in Exhibit "B", PARKS will in good faith consider an amendment to this Agreement to
16 include any such costs under this Agreement.
- 17 2. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews
18 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely
19 processing of PROJECT.
- 20 3. To provide a representative to coordinate through the COUNTY's Resident Engineer during
21 the construction of PROJECT and to verify facilities are constructed in accordance with the
22 approved PS&E documents as required by this Agreement.
- 23 4. To pay within 30 days of receipt all invoices submitted by COUNTY for services rendered in
24 accordance with this Agreement.

25 SECTION 2 • COUNTY AGREES:

- 26 1. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT. Final
27 plans for improvements are within NORCO's right of way shall be prepared to NORCO
28
29

- standards, and signed by a Civil Engineer registered in the State of California. COUNTY shall not solicit construction bids until PARKS has approved the PROJECT PS&E documents.
2. 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, COUNTY 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.
 3. As Responsible Agency for purposes of CEQA, to prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT.
 4. To make written application to NORCO for an encroachment permit authorizing entry into NORCO's right-of-way for the purposes of constructing PROJECT.
 5. 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.
 6. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
 7. 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 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.
 8. To construct PROJECT in accordance with approved PS&E documents.
 9. 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.

10. Submit invoices to PARKS periodically and as applicable, but not more frequent than monthly, for reimbursement of PROJECT costs.
11. To submit any contract change orders that cause the construction contract to exceed 10% of the contract bid amount to PARKS for review and approval prior to final authorization by COUNTY.
12. To furnish PARKS a complete set of full-sized PROJECT as-built plans, all contract records, including survey documents, within sixty (60) days following the completion and acceptance of the PROJECT construction contract
13. To furnish PARKS a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The total cost for acquisition of right of way, construction and construction management for this PROJECT is estimated to be **\$2,975,000** as detailed in Exhibit "B".
2. 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.
3. If upon opening of bids, it is found that a cost overrun exceeding fifteen percent (15%) of the Total Estimate Cost will occur, COUNTY and PARKS shall endeavor to agree upon an alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, this Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in accordance with the cost shares as set forth in Section I, Article (1), Section II, Article (1).
4. Construction by PROJECT improvements referred to herein which lie within NORCO rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by NORCO.

- 1 5. PARKS personnel may observe and inspect all work being done on PROJECT, but shall
2 provide any comments to COUNTY personnel who shall be solely responsible for all
3 communications with COUNTY contractor.
- 4 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and
5 acceptance of the PROJECT construction contract, a policy of Contractual Liability
6 Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the
7 amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability
8 Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
9 required which name of PARKS, its officers, officials, agents and employees as additionally
10 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
11 Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional
12 Insured Endorsements which meet the requirements of this section to PARKS prior to the
13 start of construction.
- 14 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this
15 Agreement will automatically be vested to PARKS and no further agreement will be
16 necessary to transfer ownership.
- 17 8. PARKS shall be responsible for any maintenance of the Santa Ana River Trail
18 Improvements provided by PROJECT upon completion of the PROJECT.
- 19 9. No alteration or variation of the terms of this Agreement shall be valid unless made in
20 writing and signed by both parties and no oral understanding or agreement not
21 incorporated herein shall be binding on either party hereto.
- 22 10. COUNTY and PARKS shall retain or cause to be retained for audit for a period of three (3)
23 years from the date of final payment, all records and accounts relating to PROJECT.
- 24 11. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage
25 or liability occurring by reason of anything done or omitted to be done by PARKS under or
26 in connection with any work, authority or jurisdiction delegated to PARKS under this
27 Agreement. It is further agreed that pursuant to Government Code Section 895.4, PARKS
28 shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as
29

1 defined by Government Code Section 810.8) occurring by reason of anything done or
2 omitted to be done by PARKS under or in connection with any work, authority or jurisdiction
3 delegated to PARKS under this Agreement.

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

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

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

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

23 16. This Agreement shall terminate upon completion of the PROJECT or upon mutual
24 agreement of the parties.
25
26
27
28
29

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: 7-13-2020

Synthia M. Gunzel

Chief Deputy County Counsel

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

Clerk of the Board (Seal)

Cooperative Agreement

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Kyla Brown, General Manager

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

_____ Dated: _____

Kristine Bell-Valdez

Supervising Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS:

_____ Dated: _____

Chairman, Board of Directors

ATTEST:

_____ Dated: _____

Kecia Harper

Clerk of the Board (Seal)

APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

_____ Dated: _____

Patricia Romo, Director of Transportation

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

_____ Dated: _____

Synthia M. Gunzel

Chief Deputy County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

Kecia Harper

Clerk of the Board (Seal)

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT


RECOMMENDED FOR APPROVAL:

 Dated: 7/10/2020

Kyla Brown, General Manager

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

 Dated: 7/10/2020

Kristine Bell-Valdez

Supervising Deputy County Counsel

APPROVAL BY THE BOARD OF DIRECTORS:

 Dated: AUG 04 2020

CHUCK WASHINGTON

Chairman, Board of Directors

ATTEST:

 Dated: AUG 04 2020

Kecia Harper

Clerk of the Board (Seal)

EXHIBIT "A"

SANTA ANA RIVER TRAIL IMPROVEMENTS



VICINITY MAP

SANTA ANA RIVER TRAIL IMPROVEMENTS

EXHIBIT "B"
PROJECT COST ESTIMATE
March 24, 2020

Description	Total
RIGHT OF WAY	\$100,000
Construction	\$ 2,500,000
Construction (Engineering & Inspection)	\$ 375,000
Total:	\$2,975,000