

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



ITEM: 3.37
(ID # 13870)

MEETING DATE:
Tuesday, December 08, 2020

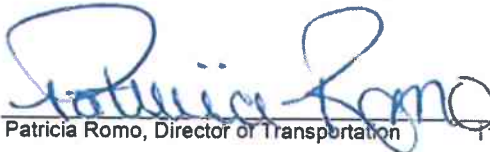
FROM : TLMA-TRANSPORTATION:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION
DEPARTMENT: Approval of Amendment 1 to the Agreement 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. District 2. [\$4,510,461 FYs 20/21-23/24,
\$5,823,000 Total Cost - WRCOG TUMF 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment 1 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 and
authorize the Chairman of the Board to execute the same.

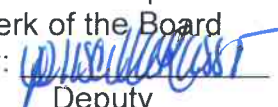
ACTION: Policy


Patricia Romo, Director of Transportation 11/6/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: December 8, 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	\$ 1,000,000	\$ 2,500,000	\$ 4,510,461	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: WRCOG TUMF (100%). There are no General Funds used in this project.			Budget Adjustment: No	
			For Fiscal Year: 20/21-23/24	

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 of Riverside (County) in cooperation with 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 the 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 by improving the traffic operation for this corridor.

The proposed Hamner Avenue widening 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.

On March 12, 2019 (Agenda item 3.32), the Board of Supervisors approved an Agreement by and between the County of Riverside, City of Eastvale, and City of Norco, to perform and complete the preliminary engineering, conduct the environmental studies, prepare the environmental documentation to secure the CEQA clearance, and complete the final plans, specifications and estimate (PS&E) for the Hamner Widening Project. The total amount authorized under the agreement was \$1,312,539.

Norco, Eastvale, and the County desire to amend the Agreement for the Hamner Avenue Widening Project to authorize the County to proceed with the construction phase. The amended Agreement provides the terms and conditions, a scope of work, the budget, and the funding terms to implement the construction phase.

The Hamner Avenue Widening Improvements Project was incorporated as an alternative bid schedule to the Hamner Avenue Bridge Replacement Project. Based on the favorable bids received, the Hamner Avenue Widening Improvements Project will be constructed as part of the Hamner Bridge replacement project.

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

Amendment 1 was approved by the City of Norco City Council on November 4, 2020 and by the City of Eastvale City Council on November 18, 2020.

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

The total amount authorized will be increased by \$4,510,461 from \$1,312,539 to \$5,823,000 to fund the construction and construction management costs for this project.

A separate amendment to an existing Agreement between Norco, Eastvale, and Western Riverside Council of Governments (WRCOG) was approved. It provides for the County to be reimbursed for work directly from WRCOG Transportation Uniform Mitigation Funds (TUMF) in a not-to-exceed amount of \$5,823,000.

This amendment was approved by WRCOG on November 2, 2020, by Norco on November 4, 2020 and by Eastvale on November 18, 2020.

There are no General Funds used for this project.

Contract History and Price Reasonableness

N/A

ATTACHMENTS:

Vicinity Map
Amendment 1



Jason Farin, Principal Management Analyst 12/1/2020



Gregory L. Priamos, Director County Counsel 11/12/2020

HAMNER AVENUE WIDENING PROJECT



LEGEND



WIDENING SEGMENTS OF
HAMNER AVE

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

AMENDMENT 1

AGREEMENT BY AND BETWEEN

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

THIS Amendment 1 (hereinafter the "AMENDMENT") to an agreement is made and entered into as of this _____ day of _____, 2020, by and between the County of Riverside, acting through its Transportation Department, a political subdivision of the State of California, referred to hereinafter as COUNTY, and the City of Norco a municipal corporation, referred to hereinafter as NORCO and City of Eastvale a municipal corporation, referred to hereinafter as EASTVALE, and collectively referred to as CITIES. COUNTY AND CITIES are sometimes collectively referred to hereinafter as PARTIES, and individually as a PARTY.

RECITALS

A. On March 12, 2019, COUNTY, EASTVALE, and NORCO entered into an agreement entitled "Agreement By and Between County of Riverside and the Cities of Norco and Eastvale for the Widening of the Hamner Avenue from Schleisman Road and Hamner Avenue from Detroit Street to Six Street". The Agreement provides the terms and conditions, a brief scope of work, the budget, and the funding sources to perform the preliminary engineering, conduct the environmental studies, prepare the environmental documentation to secure the CEQA clearance and complete the final plans, specifications and estimate (PS&E) for the Hamner Widening Project

B. NORCO was designated the lead agency for the approval of the CEQA document for the PROJECT. By

1 Minute Order dated September 2, 2020 (Agenda item 2B), NORCO's City Council adopted the Initial
2 Study/Mitigated Negative Declaration for the Hamner Avenue Widening Project.

- 3 C. COUNTY, EASTVALE, and NORCO have completed the final plans, specifications and estimate (PS&E).
- 4 D. With this AMENDMENT the PARTIES desire to authorize the addition of the construction phase to the
5 PROJECT. This AMENDMENT provides the terms and conditions, a brief scope of work, the budget, and the
6 funding sources to implement the construction phase of the PROJECT.
- 7 E. The project funding allocation provided by Western Riverside Council of Governments (WRCOG) through
8 Transportation Uniform Mitigation Funds (TUMF) in the amount of \$1,312,539 has been amended to
9 \$5,823,000 and approved by a separate amendment between the CITIES and WRCOG. COUNTY will
10 invoice WRCOG directly for reimbursement for services completed under this AMENDMENT.
- 11 F. Except to the extent specifically modified or amended hereunder this AMENDMENT, all of the terms,
12 covenants and conditions of the original Agreement shall remain in full force and effect between the PARTIES
13 hereto.

14 **AGREEMENT**

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

17 **1. Section 1 is hereby deleted in its entirety and replaced with (Revise and Replace):**

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

24 **2. Section 9 is hereby deleted in its entirety and replaced with (Revise and Replace):**

25 Each CITY shall provide funding for implementing the PROJECT, including but not limited to the
26 items listed in Exhibit B-1, Cost Estimate, attached hereto and by this reference incorporated herein.
27 Each CITY has agreed and shall provide the PROJECT funding through its respective allocation of
28 Transportation Uniform Mitigation Funds (TUMF) from Western Riverside Council of Governments
29 (WRCOG) in the amount of \$5,823,000 as approved by a separate agreement between the CITIES

1 and WRCOG. Each CITY agrees and consents to the COUNTY to receive its reimbursement of costs
2 by submitting an invoice to WRCOG directly for reimbursement for services completed under this
3 AMENDMENT.

4 **3. Section 12 is hereby deleted in its entirety and replaced with (Revise and Replace):**

5 Each CITY will issue, at no cost to the COUNTY or its consultants and contractors, upon proper
6 application by the COUNTY or the COUNTY's consultants or contractors, an encroachment permit
7 authorizing entry onto CITY'S right-of-way to perform survey and other investigative activities required
8 to complete the design, environmental documentation, right-of-way and construction activities for the
9 PROJECT.

10 **4. Section 21 is hereby deleted in its entirety and replaced with (Revised and Replaced):**

11 This AGREEMENT, any AMENDMENTS and Exhibits A-1 and B-1, herein contain the entire
12 Agreement between the PARTIES, and are intended by the PARTIES to completely state the
13 Agreement in full. Any or representation respecting the matters dealt with herein or the duties of any
14 party in relation thereto, not expressly set forth in this AMENDMENT, is null and void.

15 **5. Exhibit A is hereby amended to add a page two (2), identified as Exhibit A-1, attached herein.**

16 **6. Exhibit B is delete and replaced by Exhibit B-1, attached herein.**

17
18 **The remaining terms are to be added to the end of the AGREEMENT (New)**

19 **7. (New)** COUNTY will retain a consultant to provide design support services during the advertisement and
20 bid process, and design support services during construction of this PROJECT.

21 **8. (New)** COUNTY will advertise, award and administer a public works contract for the construction of the
22 CITIES' PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders,
23 governmental requirements, laws or regulations, including but not limited to the local agency public
24 construction codes, California Labor Code, and California Public Contract Code

25 **9. (New)** COUNTY will furnish a representative to perform the function of Resident Engineer during
26 construction of CITIES' PROJECT.

27 **10. (New)** COUNTY will furnish qualified support staff to assist the Resident Engineer in, but not limited to,
28 construction surveys, soils and compaction tests, measurement and computation of quantities, testing of
29 construction materials, checking submittals, preparation of estimates and reports, preparation of as-built

1 drawings, and other inspection and staff services necessary to assure that the construction is performed
2 in accordance with the PS&E documents.

3 11. **(New)** COUNTY will construct the PROJECT in accordance with approved PS&E documents.

4 12. **(New)** COUNTY will furnish the CITIES with one complete set for each CITY the full-sized film positive
5 reproducible as-built plans and all contract records, including survey documents, within three hundred
6 and sixty-five (365) days following the completion and acceptance of the PROJECT construction contract.
7 Electronic copies of completed plans are available if CITIES desire. If electronic copies are provided,
8 they will be provided on CD-R media.

9 13. **(New)** COUNTY will furnish the CITIES a final reconciliation of project expenses within ninety (90) days
10 following the completion and acceptance of the PROJECT construction contract. If final costs associated
11 with the CITIES' improvements are in excess with what is shown on Exhibit B-1. COUNTY shall include a
12 final bill with the financial reconciliation to the CITIES.

13 14. **(New)** In the event that CITIES default in the performance of any of its obligations under the Agreement
14 and this AMENDMENT or materially breaches any of the provisions of the Agreement and this
15 AMENDMENT, the COUNTY shall have the option to terminate the Agreement and AMENDMENT upon
16 90 days written notice to the CITIES.

17 15. **(New)** Ownership and title to all materials, equipment, and appurtenances installed as part of this
18 PROJECT will be automatically vested with the jurisdiction in which the improvements reside and no
19 further agreement will be necessary to transfer ownership.

20 16. **(New)** CITIES shall be responsible for the maintenance of the improvements provided by PROJECT
21 except as specified in any future agreements.

22 17. **(New)** PARTIES agree that if upon opening of bids for construction of the PROJECT the bids indicate a
23 cost overrun of no more than 10% of the construction costs estimate as described in "Exhibit B-1",
24 COUNTY may award the contract.

25 18. **(New)** PARTIES agree that if upon opening of bids, it is found that a cost overrun exceeding ten percent
26 (10%) of the Total Estimate Cost will occur, COUNTY and CITIES shall endeavor to agree upon an
27 alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an alternative
28 course of action is not agreed upon, this AMENDMENT shall be deemed to be terminated.

29 19. **(New)** PARTIES agree that construction by COUNTY of improvements referred to herein which lie within

1 CITIES rights of way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's
2 contractor, authorizing such work has been issued by the CITIES.

3 20. **(New)** PARTIES agree that any action at law or in equity brought by any of the parties hereto for the
4 purpose of enforcing a right or rights provided by this Agreement shall be tried in a court of competent
5 jurisdiction in the County of Riverside, State of California, and the parties hereto waive all provisions of
6 law providing for a change of venue in such proceedings to any other county

7 21. **(New)** The Agreement and any amendments is the result of negotiations between the parties hereto, and
8 the advice and assistance of their respective counsel. The fact that this Agreement and amendments
9 were prepared as a matter of convenience by CITIES or COUNTY shall have no importance or
10 significance. Any uncertainty or ambiguity in this Agreement and amendments shall not be construed
11 against the party that prepared it in its final form.

12 22. This AMENDMENT may be executed in one or more counterparts, and when a counterpart shall have
13 been signed by each PARTY hereto, each shall be deemed an original, but all of which constitute one
14 and the same instrument.

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APPROVALS

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 11/19/2020

Patricia Romo, Director of Transportation

APPROVED AS TO FORM:

Gregory P. Priamos, County Counsel

K Bellvaldoo Dated: 11/19/2020
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

V. Manifi Perez Dated: 12/08/20
V. MANIFI PEREZ

Chairman, Riverside County Board of Supervisors

ATTEST:

Kecia R. Haper Dated: 12/08/20
Kecia R. Haper
Clerk of the Board (Seal)

CITY OF NORCO:

Berwin Hana, Mayor

APPROVED AS TO FORM:

John Harper, City Attorney

Dated: _____

ATTEST:

Dated: _____

Dana Roa, City Clerk

1 **APPROVALS**

2 **CITY OF EASTVALE:**

3
4
5 _____ Dated: _____

6 Bryan Jones, City Manager

7
8 **APPROVED AS TO FORM:**

9 Erica L. Vega, City Attorney

10
11 _____ Dated: _____

12
13 **ATTEST:**

14
15 _____ Dated: _____

16 Marc Donohue, City Clerk

Exhibit A-1 – 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

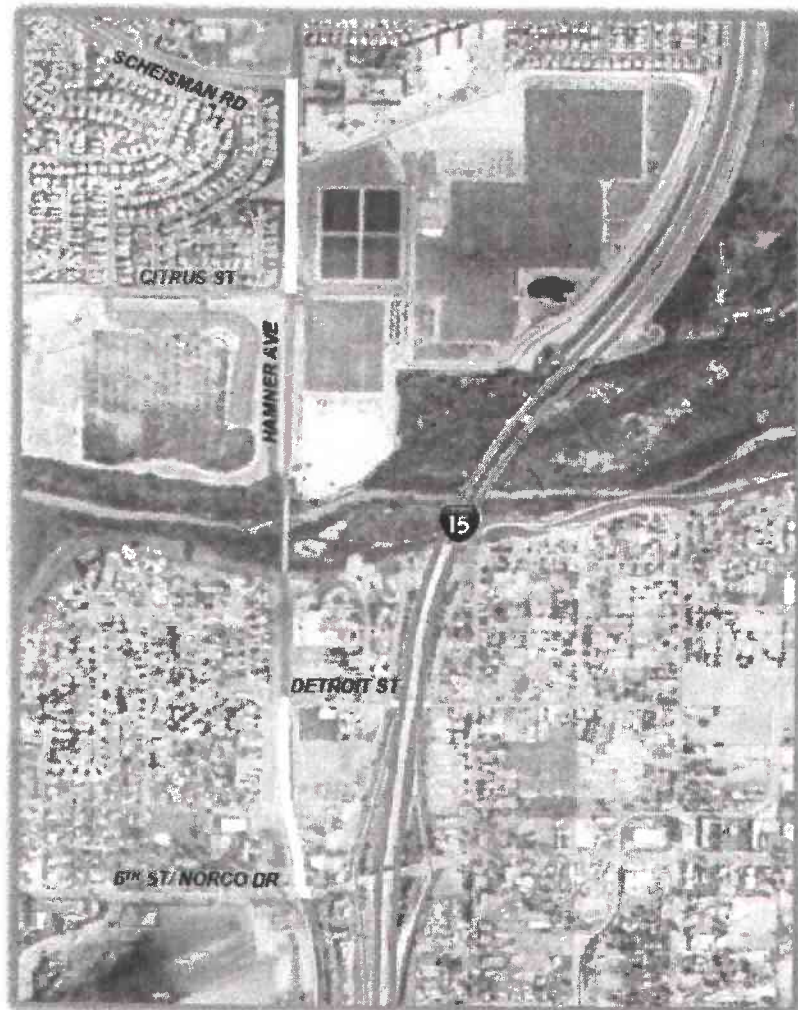


Exhibit B-1 – COST ESTIMATE

	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 for Environmental Document and Engineering	\$119,322
6	Construction	\$3,736,910
7	Contingency for Construction 10%	\$276,270
8	Construction Engineering	\$497,280
	Total	\$5,823,000