

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

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**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
May 6, 2010

**SUBJECT:** Cooperative Agreement between the County Of Riverside (County) and the City Of Perris (City) for the construction of Traffic Signal and Safety Lighting at the intersection of Sherman Avenue and Walnut Avenue.

**RECOMMENDED MOTION:** That the Board approve the Cooperative Agreement with the City of Perris for the construction of traffic signal and safety lighting and associated roadway improvements at the intersection of Sherman Avenue and Walnut Avenue, and authorize the Chairman of the Board of Supervisors to execute the agreement.

**BACKGROUND:** The intersection of Sherman Avenue and Walnut Avenue is a 4-way stop controlled intersection with Sierra Vista Elementary School to the south and Lakeside Middle School to the east of the intersection. Both Walnut Avenue east of Sherman Avenue and


  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation

SB:sb  
(Continued On Attached Page)

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$298,000	<b>In Current Year Budget:</b>	Yes				
	<b>Current F.Y. Net County Cost:</b>	\$ 0	<b>Budget Adjustment:</b>	No				
	<b>Annual Net County Cost:</b>	\$ 0	<b>For Fiscal Year:</b>	2009/2010				
<b>SOURCE OF FUNDS:</b> Western County Signal DIF (50%), City Of Perris (50%)				<table border="1"> <tr> <td><b>Positions To Be Deleted Per A-30</b></td> <td align="center"><input type="checkbox"/></td> </tr> <tr> <td><b>Requires 4/5 Vote</b></td> <td align="center"><input type="checkbox"/></td> </tr> </table>	<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>	<b>Requires 4/5 Vote</b>	<input type="checkbox"/>
<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>							
<b>Requires 4/5 Vote</b>	<input type="checkbox"/>							

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

APPROVE

BY:   
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL DATE 5/13/10 BY: NEAL R. KIPNIS Departmental Concurrence

Policy  Policy

Consent  Consent

Dep't Recomm.:  
Per Exec. Ofc.:

Prev. Agn. Ref. | District: 5 | Agenda Number:

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.56

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County Of Riverside (County) and the City Of Perris (City) for the construction of Traffic Signal and Safety Lighting at the intersection of Sherman Avenue and Walnut Avenue.

May 6, 2010

Page 2 of 2

Sherman Avenue south of Walnut Avenue turn into cul-de-sacs. A crossing guard is being funded by the Supervisor to help students crossing this busy intersection until the end of the current school year. The construction of the traffic signal at the intersection of Sherman Avenue and Walnut Avenue will control traffic progression, enhance pedestrian safety, and reduce traffic delays.

The County and the City are sharing the cost at 50% each as indicated in Exhibit B of the cooperative agreement. The County's share is to be funded by Western County Traffic Signal DIF.

The County would be the lead agency for the construction of the improvements and upon completion of such improvements; the City will reimburse the County for the City's share of the cost.

The agreement has been executed by the City Of Perris.

It is recommended that the Board approve the agreement.

County Counsel has approved the agreement as to form.

(Project No. B90986)

AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

Contract No. 10-04-001  
Riverside Co. Transportation

AND

CITY OF PERRIS

FOR A TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENTS PROJECT  
AT SHERMAN AVENUE AND WALNUT AVENUE IN THE NUEVO AREA

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Perris, (hereinafter "CITY") for the provision of traffic signal, safety lighting and roadway improvements in the Nuevo Area located on the jurisdictional boundaries of both the COUNTY and the CITY.

RECITALS

- A. COUNTY intends to install a traffic signal, safety lighting and perform various roadway improvements at the intersection of Walnut Avenue and Sherman Avenue (hereinafter "PROJECT") as shown in Exhibit A (Vicinity Map) to improve traffic safety and operation of the intersection.
- B. County and City desire to cooperate and jointly participate in developing and implementing the installation of traffic signal, safety lighting PROJECT excluding any roadway widening improvements that the county will be responsible for.
- C. COUNTY and CITY desire to have one agency take a lead role in the development and implementation of PROJECT in an interest to coordinate the improvements located in the two jurisdictions and to reduce overall costs by processing the two separate jurisdictional improvements as one project.
- D. COUNTY and CITY desire to designate COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.
- E. COUNTY and CITY desire to define herein the terms and conditions under which said

1 PROJECT is to be administered, environmentally cleared, engineered, coordinated,  
2 constructed, managed, maintained and financed.  
3

4 AGREEMENT

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

8 SECTION I • COUNTY AGREES:

- 9
- 10 1. To fund fifty (50) percent of the cost of the preparation of plans, specifications and estimates  
11 (PS&E), preparation of an environmental document (ED) and obtaining environmental  
12 clearance, providing utility coordination and relocation of impacted utilities, and advertising,  
13 awarding and administering a public works construction contract necessary to construct  
14 PROJECT improvements. The estimated costs for COUNTY's improvements are provided in  
15 Exhibit "B" attached hereto and incorporated herein.
  - 16 2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and  
17 submit to CITY for review and approval. Final plans for improvements within CITY's right of  
18 way shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in  
19 the State of California. Deviations from standards shall be coordinated with and approved by  
20 CITY. COUNTY shall not solicit construction bids until CITY has approved the PROJECT  
21 PS&E documents.
  - 22 3. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT  
23 design responsibility. If any existing public and/or private utility facilities conflict with  
24 PROJECT construction, COUNTY shall make all necessary arrangements with the owners of  
25 such facilities for their protection, relocation, or removal. All utility facilities shall be identified  
26 on the PROJECT plans and specifications, and conflicting utilities shall be denoted.  
27 COUNTY shall require the utility owner and/or its contractors performing the relocation work  
28 within CITY's right of way to obtain a CITY encroachment permit prior to the performance of  
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1 said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to  
2 establish prior rights related to utility encroachments into each jurisdictions right-of-way. In  
3 the case that any utility companies are determined to have prior rights, the cost of relocating  
4 utilities shall be borne by the jurisdiction in which the conflicting utility resides.

- 5 4. To prepare an environmental document and to obtain necessary environmental clearances in  
6 accordance with the California Environmental Quality ACT (CEQA).
- 7 5. To make written application to CITY for an encroachment permit authorizing entry into CITY's  
8 right-of-way for the purposes of constructing PROJECT.
- 9 6. To advertise, award and administer a public works contract for the construction of PROJECT  
10 in accordance with all applicable laws, including but not limited to the State of California  
11 Public Contract Code, the California Labor Code, and in accordance with any permits issued  
12 by the City, where applicable.
- 13 7. To furnish a representative to perform the function of Resident Engineer during construction  
14 of PROJECT.
- 15 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to,  
16 construction surveys, soils and foundation tests, measurement and computation of quantities,  
17 testing of construction materials, checking shop drawings, preparation of estimates and  
18 Reports, preparation of as-built drawings, and other inspection and staff services necessary  
19 to assure that the construction is performed in accordance with the PS&E documents.
- 20 9. To construct PROJECT in accordance with approved PS&E documents.
- 21 10. To provide material testing and quality control conforming to the Caltrans Standard Testing  
22 Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have  
23 this testing performed by a certified material tester.
- 24 11. To submit any contract change order that causes the construction contract to exceed 10% of  
25 the contract bid amount to CITY for review and approval prior to final authorization by  
26 COUNTY.
- 27 12. To furnish CITY a complete set of full-sized film positive reproducible as-built plans and all  
28

1 contract records, including survey documents, within sixty (60) days following the completion  
2 and acceptance of the PROJECT construction contract. CITY also desires electronic copies  
3 of completed plans. If electronic copies are provided it is requested that they be provided on  
4 CD-R media.

- 5 13. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the  
6 completion and acceptance of the PROJECT construction contract. If final costs associated  
7 with the CITY's improvements are in excess of the deposit provided in Section II, COUNTY  
8 shall include a final bill with the financial reconciliation. If final costs associated with the  
9 CITY's improvements are less than the deposit provided in Section II, COUNTY shall include  
10 a reimbursement for the difference with the financial reconciliation.  
11

12 SECTION II • CITY AGREES:

- 13 1. To fund fifty (50) percent of the cost of the preparation of plans, specifications and estimates  
14 (PS&E), preparation of an environmental document (ED) and obtaining environmental  
15 clearance, providing utility coordination and relocation of impacted utilities, and advertising,  
16 awarding and administering a public works construction contract necessary to construct  
17 PROJECT improvements. The estimated costs for City's improvements are provided in  
18 Exhibit "B" attached hereto and incorporated herein. CITY agrees that should unforeseen  
19 circumstances arise which result in an increase of any costs over those shown in Exhibit "B",  
20 CITY will in good faith consider an amendment to this agreement to include any such costs  
21 under this agreement. With the approval of this agreement, the Director of Transportation on  
22 behalf of the County, and the City Engineer, on behalf of the City, are authorized to amend  
23 this agreement to increase the project cost for an amount not to exceed 15% of the total cost  
24 as shown in Exhibit B.
- 25 2. To enter into an "Agreement for Maintenance of Traffic Signals and Safety Lighting" with the  
26 County whereby COUNTY will operate and maintain traffic signal and safety lighting at the  
27 intersection of Walnut Avenue and Sherman Avenue whereby the CITY will pay 50% and  
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1 COUNTY will pay 50% of maintenance and energy charges for the traffic signal and safety  
2 lighting.

- 3 3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews  
4 and approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely  
5 processing of PROJECT.
- 6 4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or  
7 COUNTY's contractor, an encroachment permit authorizing entry onto CITY's right-of-way to  
8 perform survey and other investigative activities required for preparation of the ED, PS&E or  
9 Construction of project.
- 10 5. To provide a representative to coordinate through the COUNTY's Resident Engineer during  
11 the construction of PROJECT and to verify facilities are constructed in accordance with the  
12 approved PS&E documents as required by this agreement.
- 13 6. To deposit with COUNTY, prior to awarding PROJECT thereof, \$134,100 which is ninety  
14 percent (90%) of the total estimated traffic signal and safety lighting PROJECT costs for  
15 which CITY is responsible for paying, as shown on Exhibit "B" attached hereto, with the  
16 remaining balance being paid to COUNTY upon completion and acceptance of the  
17 PROJECT
- 18 7. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in  
19 accordance with this agreement.
- 20

21 SECTION III • IT IS MUTUALLY AGREED AS FOLLOWS:

- 22 1. The total cost of PROJECT is estimated to be \$ 298,000 as detailed in Exhibit "B".
- 23 2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt  
24 of CITY's deposit as required in Section II.
- 25 3. If upon opening of bids for construction of PROJECT and if the bids indicate a cost overrun of  
26 no more than 15% of the construction costs estimate as described in Exhibit "B" will occur,  
27 COUNTY may award the contract.
- 28
- 29

1 COUNTY may award the contract.

- 2
- 3 4. If upon opening of bids, it is found that a cost overrun exceeding fifteen percent (15%) of the
- 4 Total Estimate Cost will occur, COUNTY and CITY shall endeavor to agree upon an
- 5 alternative course of action. If, after thirty (30) calendar days from the date of bid opening, an
- 6 alternative course of action is not agreed upon, this Agreement shall be deemed to be
- 7 terminated by mutual consent, with each agency sharing incurred costs in accordance with
- 8 the cost shares as set forth in Section I, Article (1), Section II, Article (1).
- 9
- 10 5. Construction by COUNTY of improvements referred to herein which lie within CITY rights of
- 11 way shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's
- 12 contractor, authorizing such work has been issued by CITY.
- 13
- 14 6. CITY personnel may observe and inspect all work being done on Project, but shall provide
- 15 any comments to COUNTY personnel who shall be solely responsible for all communications
- 16 with COUNTY contractor.
- 17
- 18 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and
- 19 acceptance of the PROJECT construction contract, a policy of Contractual Liability
- 20 Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the
- 21 amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability
- 22 Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be
- 23 required which name the CITY, its officers, officials, agents and employees as additionally
- 24 insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
- 25 Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional
- 26 Insured Endorsements which meet the requirements of this section to CITY prior to the start
- 27 of construction.
- 28
- 29 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this
- agreement will automatically be vested with the jurisdiction in which the improvements reside
- and no further agreement will be necessary to transfer ownership.
9. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements



1 provided by PROJECT that are located outside of their respective right of way boundaries.

2 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing  
3 and signed by both parties and no oral understanding or agreement not incorporated herein  
4 shall be binding on either party hereto.

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

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

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

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

27 15. Nothing in the provisions of this Agreement is intended to create duties or obligations to or  
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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 Approvals

APPROVED BY TRANSPORTATION

DEPARTMENT

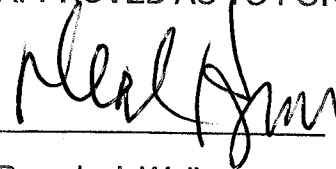
  
Dated: 9/21/10  
Juan C. Perez  
Director

APPROVAL BY THE BOARD OF  
SUPERVISORS

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
PRINTED NAME  
Chairman, Riverside County Board of Supervisors

APPROVED AS TO FORM:

  
Dated: 5/17/10

Pamela J. Walls

County Counsel

ATTEST:

\_\_\_\_\_  
Dated: \_\_\_\_\_


Kecia Harper-Ihem

Clerk of the Board (SEAL)

CITY OF Perris

Approvals

APPROVAL BY THE CITY COUNCIL

\_\_\_\_\_  
Dated: 3/9/10  
  
Richard Belmudez, City Manager

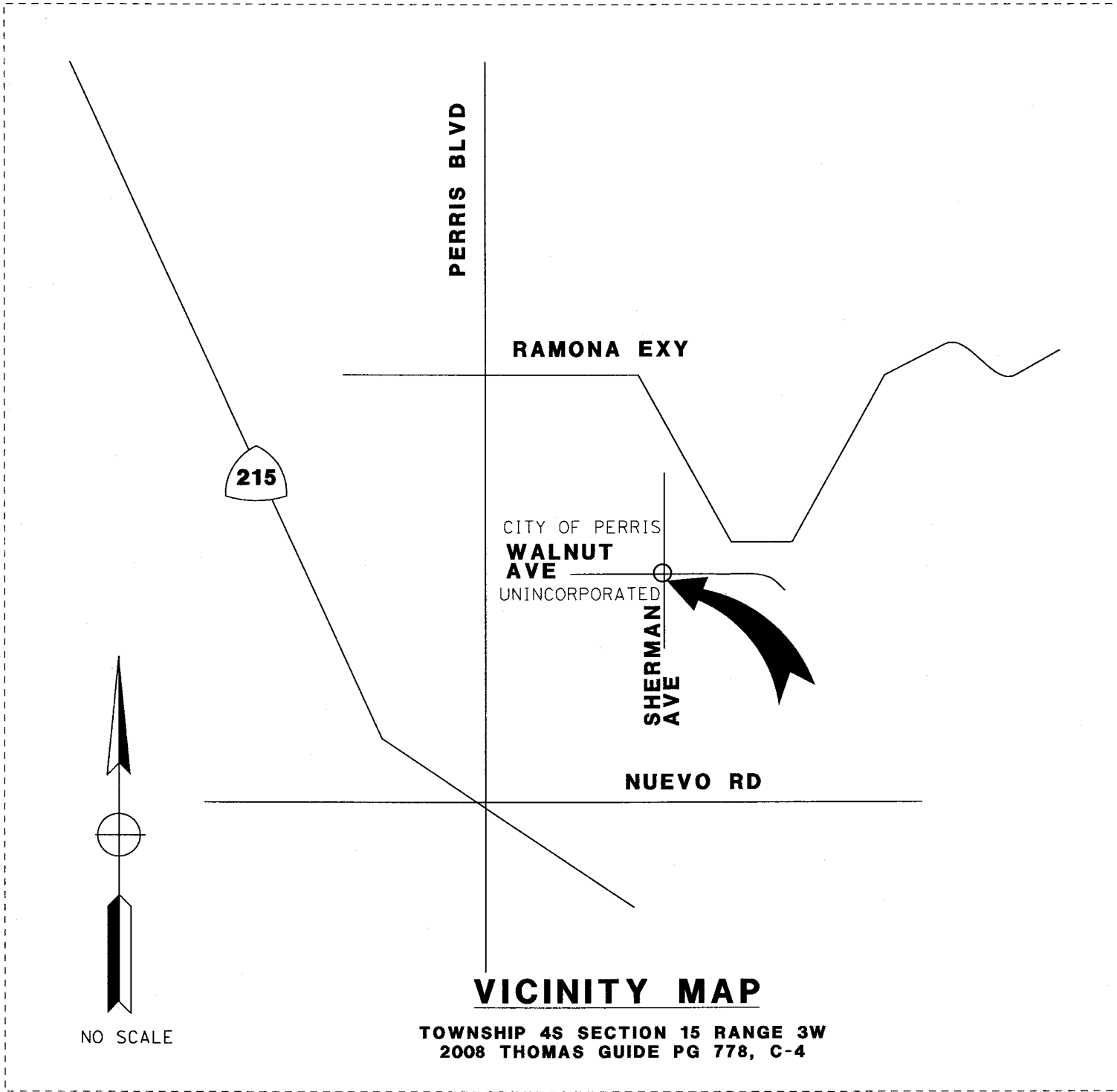
APPROVED AS TO FORM:

  
Dated: 3/9/10  
Eric Dunn, City Attorney

ATTEST:

  
Dated: 3/11/10  
Judy L. Haughney, C.M.C., City Clerk

**EXHIBIT A**  
**VICINITY MAP**



**VICINITY MAP**

**TOWNSHIP 4S SECTION 15 RANGE 3W  
2008 THOMAS GUIDE PG 778, C-4**

**EXHIBIT B**

**COST ESTIMATE: TRAFFIC SIGNAL INSTALLATION AT THE  
INTERSECTION OF WALNUT AVENUE AND SHERMAN AVENUE**

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<b>Description</b>	<b>Total</b>	<b>%</b>	<b>Perris</b>	<b>%</b>	<b>Riverside County</b>
Design & Preliminary Engineering	\$ 61,000	50	\$ 30,500	50	\$ 30,500
Construction	\$ 212,000	50	\$ 106,000	50	\$ 106,000
Construction - Engineering & Inspection	\$ 23,000	50	\$ 11,500	50	\$ 11,500
Construction - Survey	\$ 2,000	50	\$ 1,000	50	\$ 1,000
<b>Total</b>	<b>\$ 298,000</b>	<b>50</b>	<b>\$ 149,000</b>	<b>50</b>	<b>\$ 149,000</b>

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