

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

656A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Cooperative Agreement with Colton Joint Unified School District and City of Grand Terrace for the construction of Traffic Signal, Safety Lighting, and Roadway Improvements at the intersection of Main Street and Michigan Avenue, in the Highrove Area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the Colton Joint Unified School District and City of Grand Terrace for the construction of traffic signal and safety lighting and associated roadway improvements at the intersection of Main Street and Michigan Avenue, and;
2. Authorize the Chairman of the Board of Supervisors to execute the agreement.



Juan C. Perez
Director of Transportation

LTT:sa
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 922,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	20011/12


SOURCE OF FUNDS: City of Grand Terrace, \$255,000 (28%); Colton JUSD, \$255,000 (28%); Western County Signal DIF, \$105,000 (11%); Measure A, \$307,000 (33%). There are no General Funds used in this project	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: 
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:  MARSHAL L. VICTOR
DATE: 8/2/11

Departmental Concurrence

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

Prev. Agn. Ref.

District: 5

Agenda Number:

The Honorable Board of Supervisors

RE: Cooperative Agreement with Colton Joint Unified School District and City of Grand Terrace for the construction of Traffic Signal, Safety Lighting, and Roadway Improvements at the intersection of Main Street and Michigan Avenue, in the Highrove Area.

August 4, 2011

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BACKGROUND: The Colton Joint Unified School District (CJUSD) is constructing a new high school on Main Street west of Michigan Avenue within the limits of the City of Grand Terrace. As part of the EIR for the new high school, it was determined that a traffic signal would be needed at the intersection of Main Street and Michigan Avenue.

The primary access of the new high school is on Main Street, and school-related traffic is expected to access the school via Main street, including the intersection of Main Street and Michigan Avenue. The installation of a traffic signal at the intersection of Main Street and Michigan Avenue will facilitate the operation of the intersection and improve safety for students and vehicles alike.

Other street improvements at the intersection are necessary for the installation of the traffic signal.

The County, CJUSD, and City recognize the needs for the proposed improvements and will share the costs of the traffic signal and the intersection improvements at 44%, 28% and 28%, respectively.

The total cost for the project was estimated at \$922,000 with the County, CJUSD and the City's share estimated at \$412,000, \$255,000 and \$255,000, respectively, as indicated in Exhibit B of the proposed cooperative agreement. The County's share is to be funded by Western County Signal DIF and Measure A.

This project is included in the Transportation Improvement Program (TIP) document, and on the List of Traffic Signal Projects to be funded by the Western County Signal DIF.

The County will be the lead agency for the construction of the improvements, and the County will be reimbursed by the District and the City for their respective share of the costs prior to construction.

The agreement has been executed by the Colton Joint Unified School District and by the City of Grand Terrace.

It is recommended that the Board approve the agreement.

County Counsel has approved the agreement as to form.

(Project No. B90953)

AGREEMENT BY AND BETWEEN

Contract No. 11-07-005
Riverside Co. Transportation

RIVERSIDE COUNTY,

CITY OF GRAND TERRACE

AND

COLTON JOINT UNIFIED SCHOOL DISTRICT

FOR TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENTS

AT MAIN STREET AND MICHIGAN AVENUE

(Highgrove Area)

This Agreement entered into this 21st day of July, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), the CITY OF GRAND TERRACE (hereinafter "CITY") and the COLTON JOINT UNIFIED SCHOOL DISTRICT, (hereinafter "DISTRICT") for the provision of certain roadway improvements on Main Street and Michigan Avenue located within the jurisdictional boundaries of the COUNTY and the CITY.

RECITALS

- A. COUNTY, CITY and DISTRICT have cooperated on planning the construction of certain roadway improvements that provide benefits to the residents on Main Street and Michigan Avenue, to students and parents of the new Grand Terrace High School and the general motoring public. The traffic signal and safety lighting improvements at the intersection of Main Street and Michigan Avenue are hereinafter referred to as "SIGNAL". The roadway improvements consist of street widening, new concrete curb, gutter, sidewalk, access ramps, drainage improvements, signing and striping and other associated roadway improvements, hereinafter referred to as "ROADWAY". These SIGNAL and ROADWAY improvements are hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit A.
- B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and the CITY, the centerline of Main Street being the COUNTY line and CITY limit.
- C. COUNTY, CITY and DISTRICT desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY, CITY and DISTRICT desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.

- E. COUNTY, CITY and DISTRICT have designated 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 the PROJECT.
- F. COUNTY, CITY and DISTRICT have cooperated in the preparation of improvement plans and specifications that detail COUNTY, CITY and DISTRICT PROJECT improvements.
- G. COUNTY will fund Fifty Percent (50%) of the SIGNAL improvements at the Main Street and Michigan Avenue intersection.
- H. DISTRICT will fund Twenty-Five Percent (25%) of the SIGNAL improvements at the Main Street and Michigan Avenue intersection.
- I. CITY will fund Twenty-Five Percent (25%) of the SIGNAL improvements at the Main Street and Michigan Avenue intersection.
- J. COUNTY will fund One Hundred Percent (100%) of the ROADWAY improvements within the COUNTY, south of the Main Street center line ("COUNTY IMPROVEMENTS").
- K. DISTRICT will fund Fifty Percent (50%) of the ROADWAY improvements within the City of Grand Terrace, north of the Main Street center line ("DISTRICT IMPROVEMENTS").
- L. CITY will fund Fifty Percent (50%) of the ROADWAY improvements within the City of Grand Terrace, north of the Main Street center line ("CITY IMPROVEMENTS").
- M. Costs that apply to the design and construction of the PROJECT (such as design engineering, preparation of bid documents, advertising of project for bids, award of contract, surveying, inspection, and materials testing) shall be allocated proportionally between the COUNTY, CITY and DISTRICT. See Exhibit B.
- N. COUNTY, CITY and DISTRICT desire to define herein the terms and conditions under which said PROJECT is to be administered, engineered, coordinated, constructed, managed, financed and maintained.
- O. COUNTY will advertise, award and administer a public works contract for the construction of PROJECT together with three other related projects: a) Main Street Improvement project, b) Main Street Storm Drain project and c) Michigan Avenue Resurfacing project. See attached Exhibit C.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

1. To act as the Lead Agency to design, advertise, award and administer a public works contract for the construction of the PROJECT.
2. To identify and locate all utility facilities within the PROJECT area. 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. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work.
3. To establish the PROJECT ACCOUNT into which the DISTRICT and CITY will deposit their respective Deposits and respective portions of the PROJECT BUDGET as shown in Exhibit B.
4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or regulations, including but not limited to the local agency public construction codes, California Labor Code, California Education Code, and California Public Contract Code.
5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If the PROJECT plans and specifications are prepared by a private engineering company, the Resident Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the construction contractor.
6. 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 as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the plans and specifications.
7. To construct the PROJECT in accordance with approved plans and specifications.
8. To provide separate quantities and accounting for the DISTRICT's and CITY's share of PROJECT.
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. To furnish DISTRICT and CITY each with a complete set of full-sized film positive reproducible as-built plans and all contract records, including survey documents, within ninety (90) days following the completion and acceptance of the PROJECT construction contract. DISTRICT and CITY also desire electronic copies of completed plans if available. If electronic copies are provided it is requested that they be provided on CD-R media.
11. To furnish DISTRICT and CITY with a final reconciliation of PROJECT expenses within ninety (90) days following the filing of the Notice of Completion.
12. To contribute the amount of Four hundred and twelve thousand dollars (\$412,000), which is One Hundred Percent (100%) of the COUNTY's estimated share of the costs for the PROJECT set forth in Exhibit B.
13. To provide oversight of PROJECT and to provide prompt reviews and approvals, as appropriate, of submittals, and to cooperate in timely processing of PROJECT.

SECTION 2 • DISTRICT AGREES:

1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of PROJECT and to verify DISTRICT facilities are constructed in accordance with the approved plans and specifications.
2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for the PROJECT and upon written request by the COUNTY, the amount of Two hundred and fourteen thousand dollars (\$214,000) (the "Deposit"), which represents ninety percent of the DISTRICT's PROJECT BUDGET (without contingencies) as shown in Exhibit B.
3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to the District's share of the actual cost for PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.

SECTION 3 • CITY AGREES:

1. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved plans and specifications.
2. To deposit with COUNTY, after the bid opening and prior to COUNTY awarding the construction contract for

the PROJECT and upon written request by the COUNTY, the amount of Two hundred and fourteen thousand dollars (\$214,000) (the "Deposit"), which represents ninety percent of the CITY's PROJECT BUDGET (without contingencies) as shown in Exhibit B.

3. To pay within 45 days of receipt, the invoice for final reconciled costs in excess of the Deposit amount up to the CITY's share of the actual cost for PROJECT submitted by COUNTY for services rendered in accordance with this Agreement.
4. To enter into a maintenance agreement with COUNTY for the COUNTY to maintain the two new traffic signals on Main Street at a) Grand Terrace High School main entrance and b) at Michigan Avenue, and to pay 50% of the maintenance and energy costs for the two traffic signals.

SECTION 4 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. The Recitals set forth above at the beginning of this Agreement are incorporated herein by this reference.
2. The total cost of the PROJECT is estimated to be Nine hundred and twenty-two thousand dollars (\$922,000) ("PROJECT BUDGET") as set forth in Exhibit B.
3. The total cost of the CITY's share of the PROJECT is estimated to be Two hundred fifty-five thousand dollars (\$255,000) as detailed in Exhibit B. The total cost of the DISTRICT's share of the PROJECT is estimated to be Two hundred fifty-five thousand dollars (\$255,000) as detailed in Exhibit B. The total cost of the COUNTY's share of the PROJECT is estimated to be Four hundred and twelve thousand dollars (\$412,000) as detailed in Exhibit B.
4. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause the PROJECT to overrun the PROJECT BUDGET, COUNTY shall be authorized to award contract.
5. If upon opening of bids for construction of the PROJECT and the successful bid is projected to cause the PROJECT to overrun the PROJECT BUDGET, DISTRICT, CITY and COUNTY shall endeavor to agree upon an alternative course of action. If the DISTRICT, CITY and COUNTY cannot reach a consensus on an alternative course of action, the CITY and DISTRICT, at their discretion, shall at all times have the right, but not the obligation, to deposit into the PROJECT ACCOUNT the difference between the PROJECT BUDGET and the actual bid amount. If after thirty (30) calendar days from the date of bid opening, an alternative course of action is not agreed upon, and the CITY or DISTRICT has elected not to deposit into the PROJECT ACCOUNT the difference between the PROJECT BUDGET and the actual bid amount, this Agreement shall

be deemed to be terminated by mutual consent. If the Agreement is terminated per this provision, COUNTY shall be obligated to reimburse DISTRICT and CITY for any funds already deposited with the COUNTY minus any DISTRICT's and CITY's share of the expenditures for the PROJECT expended to date, in the proportion as defined in Article G, H and I, respectively, of the RECITALS. COUNTY shall reimburse DISTRICT and CITY within thirty (30) days of termination.

6. COUNTY shall inform the DISTRICT and CITY of the need for any changes to the PROJECT or the PROJECT BUDGET. The parties shall agree to collaborate and cooperate in an attempt to reach agreement with respect to the final costs and to any change orders that affect the PROJECT or PROJECT BUDGET. In the event that cost increases are necessary and the PROJECT BUDGET cannot be increased, the parties will meet to conduct value engineering or mutually agree on a change in the PROJECT so that costs remain within the PROJECT BUDGET. All changes to the PROJECT or the PROJECT BUDGET must be approved in writing by all Parties. DISTRICT shall be responsible for cost increases that are attributable to the DISTRICT IMPROVEMENTS. COUNTY shall be responsible for cost increases that are attributable to the COUNTY IMPROVEMENTS. CITY shall be responsible for cost increases that are attributable to the CITY IMPROVEMENTS. *Costs increases that are attributable to the PROJECT shall be split in the proportion as defined in Article G, H and I of the RECITALS between the parties.*
7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name the DISTRICT, its officers, agents and employees and CITY, its officers, agents and employees as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to DISTRICT and CITY prior to the start of construction.
8. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will automatically be vested with the jurisdiction for which the improvements reside and no further agreement will be necessary to transfer ownership.

9. Neither COUNTY, CITY nor DISTRICT shall be responsible for any maintenance of the improvements provided by PROJECT that are located outside of their respective ownership or right of way boundaries except as specified in this agreement or future agreements.
10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all parties and no oral understanding or agreement not incorporated herein shall be binding on each party hereto.
11. DISTRICT, CITY and COUNTY 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 DISTRICT or CITY under or in connection with any work, authority or jurisdiction delegated to DISTRICT or CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT and/or CITY 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 DISTRICT or CITY respectively under or in connection with any work, authority or jurisdiction delegated to DISTRICT or CITY respectively under this Agreement.
13. Neither DISTRICT 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 or CITY under or in connection with any work, authority or jurisdiction delegated to COUNTY or CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY and/or CITY shall fully indemnify and hold DISTRICT 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 or CITY respectively under or in connection with any work, authority or jurisdiction delegated to COUNTY or CITY respectively under this Agreement.
14. Neither CITY 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 or DISTRICT under or in connection with any work, authority or jurisdiction delegated to COUNTY or DISTRICT under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY and/or DISTRICT shall fully indemnify and hold

CITY 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 or DISTRICT respectively under or in connection with any work, authority or jurisdiction delegated to COUNTY or DISTRICT respectively under this Agreement.

15. 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.
16. Nothing in the provisions of 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.
17. 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.
18. This Agreement shall terminate 12 months after the filing of a Notice of Completion for PROJECT. In no event shall construction of the PROJECT be completed later than June 30, 2012, provided that the High School remains scheduled to open on or before August 15, 2012. In the event that the High School is scheduled to open after August 15, 2012, the completion date for the PROJECT shall be extended by a corresponding number of days, so that the PROJECT is completed at least forty-five (45) days prior to the scheduled opening of the High School.
19. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other address as the PARTIES may designate:

To County: Riverside County Transportation Department
 Attention: Juan C. Perez
 4080 Lemon Street, 8th Floor
 Riverside, CA 92501
 Phone: (951) 955-6740
 Fax: (951) 955-3198

To District: Colton Joint Unified School District
Attention: Darryl Taylor, Director of Facilities, Planning and Construction
851 South Mt. Vernon Ave
Colton, CA 92324
Phone: (909) 580-6640
Fax: (909) 554-1882


To City: City of Grand Terrace
Attention: Richard Shields, Director of Building and Safety/Public Works
22795 Barton Road, Suite "B"
Grand Terrace, CA 92313
Phone: (909) 825-3825
Fax: (909) 825-7506

[Signatures of Parties on Following Page]

APPROVALS

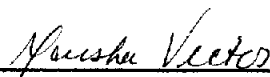
COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:


Dated: 8/1/11
JUAN C. PEREZ
Director of Transportation

APPROVED AS TO FORM:

PAMELA J. WALLS, COUNTY COUNSEL


Dated: 8/2/11
By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS:

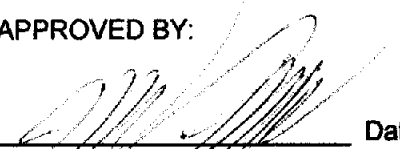
Dated: _____
BOB BUSTER
Chairman, Riverside County Board of Supervisors

ATTEST:

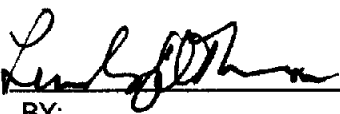
Dated: _____
KECIA HARPER-IHEM,
Clerk of the Board (SEAL)

COLTON JOINT UNIFIED SCHOOL DISTRICT

APPROVED BY:


Dated: 7/22/11
BY: Jaime R. Ayala
THE: Assistant Superintendent
Business Services Division

APPROVED AS TO FORM:



Dated: 7/28/11
BY:
THE:

ATTEST:


Dated: _____
BY:
THE:

CITY OF GRAND TERRACE

APPROVED AS TO FORM:


Dated: 7/28/11
JOHN HARPER
City Attorney

APPROVED BY THE CITY OF
GRAND TERRACE CITY COUNCIL


Dated: 7-18-11
WALT STANCKIEWITZ
Mayor

ATTEST:


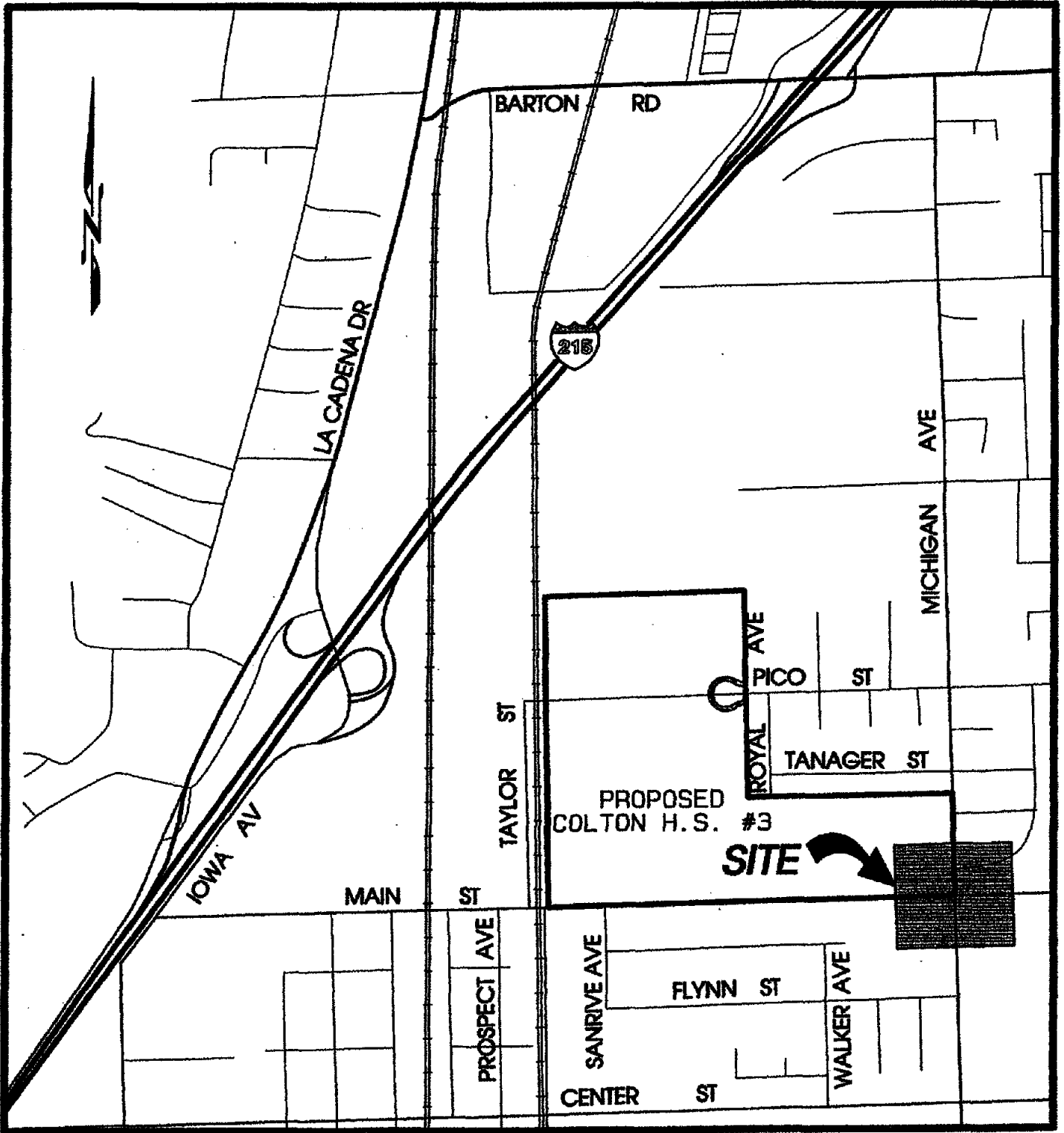

Dated: 7-18-11
BRENDA MESA
City Clerk

EXHIBIT A: PROJECT LOCATION MAP



SECTION 8, TOWNSHIP 2 SOUTH RANGE 4 WEST
NOT TO SCALE

EXHIBIT B • PROJECT BUDGET FOR MAIN STREET AND MICHIGAN TRAFFIC SIGNAL PROJECT

TASK		COUNTY OF RIVERSIDE	COLTON JOINT USD	CITY OF GRAND TERRACE	TOTAL
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CONSTRUCTION					
Construction		\$ 273,000	\$ 174,000	\$ 174,000	\$ 621,000
Construction Contingency	10 %	\$ 28,000	\$ 17,500	\$ 17,500	\$ 63,000
SUBTOTAL Const.		\$ 301,000	\$ 191,500	\$ 191,500	\$ 684,000

DESIGN/CONSTRUCTION ENGINEERING					
Plans, Specs & Estimates		\$ 55,000	\$ 27,500	\$ 27,500	\$ 110,000
Advertise & Award	1.0%	\$ 3,000	\$ 2,000	\$ 2,000	\$ 7,000
Inspection & Testing	14%	\$ 39,000	\$ 25,000	\$ 25,000	\$ 89,000
Construction Survey	5.0%	\$ 14,000	\$ 9,000	\$ 9,000	\$ 32,000
SUBTOTAL Const. Engr.		\$ 111,000	\$ 63,500	\$ 63,500	\$ 238,000

TOTAL		\$ 412,000	\$ 255,000	\$ 255,000	\$ 922,000
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COUNTY OF RIVERSIDE
DEPARTMENT OF TRANSPORTATION

MAIN STREET IMPROVEMENT PROJECTS

EXHIBIT C

- 1 MAIN ST IMPROVEMENTS
- 2 MAIN ST AND MICHIGAN AVE SIGNAL IMPROVEMENTS
- 3 MICHIGAN AVE RESURFACING IMPROVEMENTS
- 4 30" STORM DRAIN IMPROVEMENTS

