

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

111A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
March 8, 2012

SUBJECT: Cooperative Agreement between the County of Riverside (County) and Murrieta Valley School District (District) for Roadway Improvements on Briggs Road and Baxter Road

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with Murrieta Valley School District for roadway improvements on Briggs Road and Baxter Road.
2. Authorize the Chairman of the Board to execute the same.

BACKGROUND: The proposed Project includes the construction of half-street improvements on Briggs Road, including a sidewalk on one side, along the northern frontage of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School. The half-street paving varies

Juan C. Perez
Director of Transportation

JCP:gh
(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 180,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	No
	Annual Net County Cost:	\$	For Fiscal Year:	2011/2012

SOURCE OF FUNDS: Measure A (100%)	Positions To Be Deleted Per A-30	<input type="checkbox"/>
There are no General Funds used in this project.	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE
BY:
Tina Grande

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
DATE: 3/6/12
BY: MARSHAL L. VICTOR
Departmental Concurrence

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

Prev. Agn. Ref. | District: 3/3 | Agenda Number:

The Honorable Board of Supervisors

RE: Cooperative Agreement between the County of Riverside (County) and Murrieta Valley School District (District) for Roadway Improvements on Briggs Road and Baxter Road

March 8, 2012

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in width from 20 feet to 55 feet. Also, a half-width section of Baxter Road would be paved between the intersection with Briggs Road and the join with existing pavement just to the east. The proposed paving and street appurtenances will accommodate one through lane in each direction and a left turn lane at the intersection of Briggs and Baxter at the school. The proposed construction also includes water and sewer improvements associated with Dorothy McElhinney Middle School and Lisa J. Mails Elementary School and a storm drain system as it relates to the half street improvements.

The County will be the lead agency for developing and constructing the Project. The County and District will both share in the funding for the Project. The District will fund up to a maximum of \$2,500,000, which includes an advance to the County in the amount of \$720,000. The County will initially fund \$180,000 toward the cost of the Project. In addition, the County will reimburse the District for the funds received as an advance in annual payments totaling \$720,000 from Measure "A" revenues over a 4-year period beginning one year after the completion of construction.

This work was originally planned to be done by adjacent development tracts with the District's additional funding contributions. Due to the economy and development slowdown, work stopped on this project and the County has been working with the District to find a way to fund it since it will significantly enhance traffic safety for both vehicles and school-age pedestrians using the two schools.

This financial arrangement has been negotiated by the Transportation Department with the cooperation of the School District to be able to complete the project now. The developers are participating through dedication of the remaining right-of-way and through funding of inspection costs. The Transportation Department intends to include Briggs Road in our next fee update to recover the costs that would normally have been paid by development.

The construction is anticipated to begin this summer when the schools are out of session, which is intended to minimize impacts to school operations and traffic.

Project Number: C2-0156

1 COOPERATIVE AGREEMENT

2 COUNTY OF RIVERSIDE

Contract No. 12-02-006
Riverside Co. Transportation

3 AND

4 MURRIETA VALLEY UNIFIED SCHOOL DISTRICT

5 For Roadway Improvements on

6 Briggs Road and Baxter Road

7
8 This Cooperative Agreement ("AGREEMENT") entered into this _____ day of _____, 20____,
9 by and between the County of Riverside ("COUNTY"), and Murrieta Valley Unified School District ("DISTRICT")
10 for the provision of certain roadway improvements on Briggs Road and Baxter Road. The COUNTY and
11 DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

12 RECITALS

13 WHEREAS, the COUNTY and DISTRICT have determined that there is great need for roadway
14 improvements on Briggs Road and Baxter Road in the vicinity of Dorothy McElhinney Middle School and Lisa J.
15 Mails Elementary School (the "PROJECT"), as further described in Exhibit A (Scope of Work);

16 WHEREAS, the COUNTY and DISTRICT desire to designate COUNTY as the lead agency for the
17 PROJECT, and COUNTY will therefore provide the administrative, technical, managerial, and support services
18 necessary to develop and construct the PROJECT;

19 WHEREAS, the COUNTY and DISTRICT desire to share in the funding for the PROJECT as defined
20 herein; and

21 WHEREAS, the COUNTY and DISTRICT desire to define herein the terms and conditions under which
22 the PROJECT is to be administered, coordinated, constructed, managed, maintained and funded.

23 AGREEMENT

24 NOW THEREFORE, in consideration of the mutual covenants and subject to the conditions contained
25 herein, the PARTIES hereby agree as follows:

26 SECTION 1 • DISTRICT AGREES:

- 27 1. To initially fund up to \$1,600,000 (not including contingencies) toward the cost of the PROJECT, as described
28 in Exhibit A attached hereto and incorporated by this reference. The estimated cost for the PROJECT and
29 each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated herein.

- 1 2. To fund up to an additional \$125,000 for PROJECT contingencies, should the actual PROJECT costs exceed
2 \$2,500,000. This represents 5% of the total PROJECT cost estimate of \$2,500,000.
- 3 3. To advance an additional amount up to \$720,000 to cover a portion of the COUNTY's share of PROJECT
4 costs. The COUNTY will reimburse this funding advance back to DISTRICT under the terms of this
5 AGREEMENT, as set forth more specifically in Section 2 herein.
- 6 4. To deposit with COUNTY, prior to COUNTY awarding the construction contract for the PROJECT and upon
7 written request by the COUNTY, an amount equal to the lowest responsive bid amount up to a maximum of
8 \$2,500,000 (the "Deposit"). This amount represents the DISTRICT's initial share of costs, plus contingencies
9 (if necessary) and the advance amount to the COUNTY. If this initial Deposit amount is less than \$2,500,000,
10 COUNTY may request subsequent deposits up to the cumulative maximum of \$2,500,000 in order to pay for
11 any additional PROJECT costs that may arise, such as approved change orders.
- 12 5. To provide a representative to coordinate with the COUNTY's Resident Engineer during the construction of
13 the PROJECT.
- 14 6. To maintain PROJECT improvements that may fall within the DISTRICT's right-of-way and all landscaping
15 and irrigation improvements in the parkway of the road right-of-way along the DISTRICT's property frontage
16 upon completion of PROJECT.

17 **SECTION 2 - COUNTY AGREES:**

- 18 1. To fund up to \$900,000 toward the cost of the PROJECT. The COUNTY will initially fund \$180,000 toward
19 the cost of the PROJECT in the first year following the award of construction for the PROJECT. This amount
20 represents one-fifth of the COUNTY's estimated share of PROJECT costs. The estimated cost for the
21 PROJECT and each PARTY's share of costs are provided in Exhibit "B" attached hereto and incorporated
22 herein.
- 23 2. To reimburse the DISTRICT for funds received from DISTRICT as an advance to cover a portion of the
24 COUNTY's share of PROJECT costs up to an amount not to exceed \$720,000. This amount represents four-
25 fifths of the COUNTY's estimated share of PROJECT costs. The COUNTY will reimburse DISTRICT solely
26 from Measure A funds in four equal annual payments over a 4-year period beginning one year after the
27 completion of construction.
- 28 3. To promptly refund to DISTRICT any and all monies deposited with the COUNTY for the PROJECT that
29 exceed the final actual PROJECT costs.

- 1 4. To serve as the lead agency for and conduct all compliance required under the California Environmental
2 Quality Act ("CEQA").
- 3 5. To provide plan check services for the plans, specifications and estimates (PS&E) prepared by others for the
4 PROJECT.
- 5 6. To provide utility coordination for the PROJECT construction. If any existing public and/or private utility
6 facilities conflict with the PROJECT construction, COUNTY shall make all necessary arrangements with the
7 owners of such facilities for their protection, relocation, or removal. COUNTY shall require the utility owner
8 and/or its contractors performing the relocation work within COUNTY's right of way to obtain a COUNTY
9 encroachment permit prior to the performance of said relocation work. In the case that any utility companies
10 are determined to have prior rights, the cost of relocating utilities shall be borne by the PROJECT.
- 11 7. To advertise, award and administer a public works contract for the construction of the PROJECT in
12 accordance with local agency Public Works Bidding Requirements, Public Contract Codes and California
13 Labor Codes.
- 14 8. To furnish a representative to perform the function of Resident Engineer during construction of the PROJECT.
15 The Resident Engineer shall be a Licensed Civil Engineer. The Resident Engineer shall also be independent
16 of the construction contractor.
- 17 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
18 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
19 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
20 inspection and staff services necessary to assure that the construction is performed in accordance with the
21 PS&E documents.
- 22 10. To construct the PROJECT in accordance with approved PS&E documents.
- 23 11. To furnish DISTRICT a final reconciliation of the PROJECT expenses within 120 days following the
24 completion and acceptance of the PROJECT construction contract. If final costs associated with the
25 PROJECT improvements are in excess of the Deposit amount provided for in Section 1 herein, COUNTY
26 shall include a final bill with the financial reconciliation. If final costs associated with the COUNTY's
27 improvements are less than the Deposit amount provided for in Section 1 herein, COUNTY shall include a
28 reimbursement for the difference with the financial reconciliation.
- 29 12. To maintain roadway improvements within the COUNTY's right-of-way, excluding any landscaping and

1 irrigation improvements in the parkway along the DISTRICT's property frontage.

2 **SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:**

- 3 1. The total construction cost of the PROJECT is estimated to be \$2,500,000 (without contingencies) as detailed
4 in Exhibit "B".
- 5 2. COUNTY shall not be obligated to award a contract to construct the PROJECT until after receipt of
6 DISTRICT's Deposit as provided for in Section 1 herein.
- 7 3. If upon opening of bids for construction of the PROJECT and if the successful bid is not projected to cause
8 the PROJECT to exceed the agreed budget, COUNTY shall be authorized to award contract.
- 9 4. If upon opening of bids for construction of the PROJECT and the lowest responsive bid is projected to cause
10 the PROJECT to exceed the agreed budget, DISTRICT and COUNTY shall endeavor to agree upon an
11 alternative course of action. If after thirty (30) calendar days from the date of bid opening, an alternative
12 course of action is not agreed upon, the bids shall be rejected and this AGREEMENT shall be deemed to be
13 terminated by mutual consent. If the AGREEMENT is terminated per this provision, DISTRICT shall be
14 obligated to reimburse COUNTY for services rendered up to the date of termination.
- 15 5. COUNTY and DISTRICT agree that should unforeseen circumstances arise which result in an increase of any
16 costs over those shown in Exhibit "B", COUNTY and DISTRICT will in good faith consider an amendment to
17 this AGREEMENT to include any such costs under this AGREEMENT.
- 18 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
19 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
20 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
21 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
22 policy shall be required which name the DISTRICT, COUNTY, its officers, elected officials, employees, and
23 agents as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's
24 Compensation Insurance.
- 25 7. Ownership and title to all materials, equipment, and appurtenances installed as part of this AGREEMENT will
26 automatically be vested with the jurisdiction for which the improvements reside, with the exception
27 landscaping and irrigation improvements in the parkway along the DISTRICT's property frontage, which will
28 be vested with the DISTRICT. No further AGREEMENT will be necessary to transfer ownership.
- 29 8. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed

1 by all PARTIES and no oral understanding or agreement not incorporated herein shall be binding on either
2 PARTY hereto.

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

5 10. The COUNTY, any officer, employee, agent or representative thereof shall not be responsible for any damage
6 or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection
7 with any work performed under the authority or jurisdiction of DISTRICT in connection with this
8 AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT shall fully
9 indemnify and hold harmless COUNTY, any officer, employee, agent or representative thereof from any
10 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
11 done or omitted to be done by DISTRICT under or in connection with any work performed under the authority
12 or jurisdiction of DISTRICT in connection with this AGREEMENT.

13 11. The DISTRICT, any officer, employee, agent or representative thereof shall not be responsible for any
14 damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in
15 connection with any work performed under the authority or jurisdiction of COUNTY in connection with this
16 AGREEMENT. It is further agreed that pursuant to Government Code Section 895.4, COUNTY shall fully
17 indemnify and hold harmless DISTRICT, any officer, employee, agent or representative thereof from any
18 liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything
19 done or omitted to be done by COUNTY under or in connection with any work performed under the authority
20 or jurisdiction of COUNTY in connection with this AGREEMENT.

21 12. This AGREEMENT and the exhibits herein contain the entire AGREEMENT between the PARTIES, and are
22 intended by the PARTIES to completely state the AGREEMENT in full. Upon completion of this
23 AGREEMENT, both PARTIES have no further obligations to each other. Any agreement or representation
24 respecting the matters dealt with herein or the duties of any party in relation thereto, not expressly set forth in
25 this AGREEMENT, is null and void.

26 13. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third
27 parties not party to this AGREEMENT or affect the legal liability of the PARTIES to this AGREEMENT by
28 imposing any standard of care with respect to the maintenance of roads different from the standard of care
29 imposed by law.

1 14. This AGREEMENT may be signed in counterparts, each of which shall constitute an original and which
2 collectively shall constitute one instrument.

3 15. All notices, demands, invoices, and other communications required or permitted hereunder shall be in writing
4 and delivered to the following addresses or such other address as the PARTIES may designate:

5 To County: Riverside County Transportation Department
6 Attention: Juan C. Perez, Director of Transportation
7 4080 Lemon Street, 8th Floor
8 Riverside, CA 92501
9 Phone: (951) 955-6740
10 Fax: (951) 955-3198

11
12 To District: Murrieta Valley Unified School District
13 Attention: William Olien, Assistant Superintendent of Facilities and Operations
14 41870 McAlby Court
15 Murrieta, CA 92563
16 Phone: 951-696-1600, ext 1180
17 Fax:

18
19
20 **[Signatures of Parties on Following Page]**
21
22
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28
29

APPROVALS


COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

 Dated: 3/5/12

Juan C. Perez
Director of Transportation

APPROVED AS TO FORM:

 Dated: 3/6/12
Deputy

Pamela J. Walls
County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS:

_____ Dated: _____

John Tavaglione
Chairman, County Board of Supervisors

ATTEST:


Kecia Harper-Ihem
Clerk of the Board

_____ Dated: _____

Deputy

MURRIETA VALLEY UNIFIED SCHOOL DIST.

APPROVED BY:

 Dated: 2-10-12

Stan Scheer, Ed.D.
Superintendent

APPROVED AS TO FORM:

 Dated: 2-10-12

William C. Olien
Asst. Superintendent Facilities/Operations

EXHIBIT A • SCOPE OF WORK

The proposed construction includes half-street improvements on Briggs Road along the northern frontage of Dorothy McElhinney Middle School and Lisa J. Mails Elementary School. The half-street paving varies in width from 20 feet to 55 feet. Also, a half-width section of Baxter Road would be paved between the intersection with Briggs Road and the join with existing pavement just to the east. The proposed paving and street appurtenances will accommodate one through lane in each direction and a left turn lane at the intersection of Briggs and Baxter at the school. The proposed construction also includes water and sewer associated with Dorothy McElhinney Middle School and Lisa J. Mails Elementary School and the storm drain systems as they relate to the half street improvements.

EXHIBIT B • PROJECT COST ESTIMATE

TASK	SCHOOL DISTRICT	COUNTY	TOTALS
Construction	\$1,600,000	\$180,000	\$1,780,000
Advance from School District*	\$720,000		\$720,000
SUBTOTALS	\$2,320,000	\$180,000	\$2,500,000
5% Contingencies**	\$125,000		\$125,000
TOTALS	\$2,445,000	\$180,000	\$2,625,000

* County to repay School District for advance of \$720,000 in four equal annual payments over a 4-year period beginning one year after the completion of construction.
 ** County to refund School District any portion of the contingency amount not used for construction of the project.