

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS
 DATE: 4/13/15

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

135A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
 March 24, 2015

SUBJECT: Cooperative Agreement by and between the County of Riverside and the City of Lake Elsinore for Grand Avenue Resurfacing Improvements. 1st District; [\$130,000]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between the County of Riverside and the City of Lake Elsinore for Grand Avenue Resurfacing Improvements; and
2. Authorize the Chairman of the Board to execute the same.

Departmental Concurrence

Patricia Romo

Patricia Romo
 Assistant Director of Transportation

Juan C. Perez

Juan C. Perez
 Director of Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 0	\$ 130,000	\$ 130,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: City of Lake Elsinore (100%). There are no General Funds used in this project.				Budget Adjustment: No	
				For Fiscal Year: 14/15 - 15/16	

C.E.O. RECOMMENDATION:

APPROVE:

BY: *Tina Grano*
 Tina Grano

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: 1

Agenda Number:

3-36

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Cooperative Agreement by and between County of Riverside and City of Lake Elsinore for Grand Avenue Resurfacing Improvements. 1st District; [\$130,000]; Local 100%

DATE: March 24, 2015

PAGE: 2 of 2

BACKGROUND:

Summary

The County of Riverside (County) is proposing to resurface approximately 4.7 miles of Grand Avenue in the Lakeland Village area of Riverside County. The limits are Corydon Road, northwesterly to Bonnie Lea Drive. The project consists of resurfacing the existing pavement, minor road widening, and reconstruction and construction of concrete curb, gutter, cross gutter, spandrels, sidewalk, and Americans with Disability Act (ADA) access ramps. Traffic improvements include new striping and pavement markings, new larger street name signs, and other work as may be required.

Two segments of Grand Avenue are located within the jurisdictional boundaries of the City of Lake Elsinore (City). Segment 1 is 660 linear feet on the southeasterly side of Grand Avenue from Scales Way to Ontario Way. Segment 2 is 920 linear feet on the northwesterly side of Grand Avenue from southerly of Windward Way to northerly of Shoreline Drive. By combining these two segments with the County project, the two segments will be resurfaced, and the entire road will have consistent pavement markings and striping.

This Cooperative Agreement between the County and the City outlines each agency's responsibilities for the completion of the construction phase of the project and provides for the City to contribute \$130,000 for construction of improvements within the City limits.

The award of the construction contract to Griffith Company is being submitted to the Riverside County Board of Supervisors for acceptance concurrent with this Cooperative Agreement.

This Cooperative Agreement was approved by the Lake Elsinore City Council on March 17, 2015.

Impact on Residents and Businesses

The proposed improvements will improve safety and enhance operational efficiency for Grand Avenue in the Lakeland Village community and the City.

SUPPLEMENTAL:

Additional Fiscal Information

Improvements within the City of Lake Elsinore will be 100% funded by the City.

Contract History and Price Reasonableness

N/A

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COOPERATIVE AGREEMENT BY AND BETWEEN
COUNTY OF RIVERSIDE
AND
CITY OF LAKE ELSINORE
FOR
GRAND AVENUE RESURFACING IMPROVEMENTS

This Agreement is entered into this _____ day of _____, 2015, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Lake Elsinore, (hereinafter "CITY") for the construction of Grand Avenue Resurfacing Improvements located within the jurisdictional boundaries of CITY. The COUNTY and CITY are sometimes hereinafter referred to individually as the "PARTY" and collectively as the "PARTIES".

RECITALS

- A. COUNTY is proposing to resurface approximately 4.7 miles of Grand Avenue in the Lakeland Village area of Riverside County. The limits are Corydon Road, northwesterly to Bonnie Lea Drive. The resurfacing project will cold plane 0.25' of the existing asphalt and place 0.25' of new Hot Mix Asphalt (HMA) back on the road.
- B. At several locations along Grand Avenue, the road will be widened from 2' to 14' to provide room for cars to safely slow for right turns.
- C. In addition to the resurfacing and widening, a new 0.17' layer of Asphalt Rubber Hot Mix (ARHM) will be placed over the entire road width.
- D. The work will include removal and reconstruction of broken or cracked concrete curb & gutter, sidewalk, cross gutter and spandrels. The existing access ramps at the intersections will be replaced or upgraded to comply with current ADA standards and FHWA requirements for resurfacing. Portions of the existing concrete "dip-sections" will be reconstructed and one new dip-section will be constructed at Lorimer St.
- E. Grand Avenue is striped with one 12' wide through lane in each direction and a 12' wide two-way left turn lane. After the paving is complete, new striping matching the existing striping layout, pavement markings, and other work as may be required will be provided. New, larger, street name signs will be placed at the corner of all public side streets.
- F. The Grand Avenue improvements described above are sometimes hereinafter referred to collectively as

1 "PROJECT". The segments of the PROJECT within COUNTY are hereinafter referred to as "COUNTY
2 Improvements."

3 G. Two segments of the PROJECT are located within the jurisdictional boundaries of CITY. Segment 1 is on
4 the southeasterly side of Grand Avenue from Scales Way to Ontario Way and is 660 feet in length and
5 the pavement width is 41 feet. Segment 2 is on the northwesterly side of Grand Avenue from 140 feet
6 southerly of Windward Way to 161 feet northerly of Shoreline Drive and is 920 feet in length and the
7 pavement width is 36 feet. Segment 2 is approximately 3.8 miles northwesterly of Segment 1.

8 H. The PROJECT includes replacement of two existing access ramps in Segment 1 and four existing access
9 ramps in Segment 2 to comply with current ADA standards.

10 I. For the two segments of the PROJECT located within the jurisdictional boundaries of CITY, hereinafter
11 referred to as "CITY Improvements", the CITY desires to designate the COUNTY as the lead agency for
12 the overall implementation of the PROJECT, since COUNTY has extensive experience in the
13 development and implementation of similar type projects. COUNTY will therefore provide the
14 administrative, technical, managerial, and support services necessary for the implementation of the
15 PROJECT.

16 J. COUNTY and CITY desire to define herein the terms and conditions under which said PROJECT are to
17 be administered, engineered, coordinated, and constructed.

18 **AGREEMENT**

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

21 **SECTION 1 • COUNTY AGREES:**

- 22 1. To act as the lead agency on behalf of the CITY for the overall implementation of the PROJECT. The
23 COUNTY is providing services on a reimbursable basis and has no obligation to fund any portion of the
24 CITY Improvements portions of PROJECT. Nothing in this Agreement is intended to commit the COUNTY
25 to provide replacement funding for or to continue with the CITY Improvements, if funds are not available.
- 26 2. To prepare detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and make
27 them available to CITY for review and approval. Final plans for improvements are prepared to COUNTY
28 standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards
29 shall be coordinated with and approved by CITY. COUNTY shall not begin construction within CITY until

1 CITY has approved the PROJECT PS&E documents.

- 2 3. To prepare the Environmental Clearance Document that includes the two segments within the CITY.
- 3 4. To identify on the plans existing surface utility facilities within the limits of the PROJECT as part of its
4 PROJECT design. If any existing public and/or private utility facilities conflict with PROJECT'
5 construction, COUNTY shall make the necessary arrangements with the owners of such facilities for their
6 protection, relocation, or removal. The existing surface utility facilities have been identified on the
7 PROJECT plans and specifications, and conflicting utilities have been noted. COUNTY shall require the
8 utility owner and/or its contractors performing work within CITY right of way to obtain a CITY
9 encroachment permit prior to the performance of said work. CITY and COUNTY shall coordinate and
10 cooperate in the effort to establish prior rights related to utility encroachments in CITY jurisdictional right-
11 of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating
12 utilities related to CITY Improvements shall be borne by the CITY.
- 13 5. To direct contractor to make written application to CITY for an encroachment permit authorizing entry into
14 CITY right of way for the purposes of constructing PROJECT.
- 15 6. To advertise, award and administer a public works contract for the construction of the PROJECT in
16 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
17 requirements, laws or regulations, including but not limited to the local agency public construction codes,
18 California Labor Code, and California Public Contract Code, and in accordance with the encroachment
19 permits issued by CITY.
- 20 7. To furnish a representative to perform the function of Resident Engineer during construction of
21 PROJECT.
- 22 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction
23 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction
24 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and
25 other inspection and staff services necessary to assure that the construction is performed in accordance
26 with the PS&E documents.
- 27 9. To construct the PROJECT in accordance with approved PS&E documents.
- 28 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract
29 bid amount for PROJECT CITY Improvements to CITY for review and approval prior to final authorization

1 by COUNTY.

- 2 11. To furnish CITY one complete set each of full-sized film positive reproducible as-built plans and all
3 contract records, including survey documents, within three hundred and sixty-five (365) days following the
4 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans
5 are available if CITY desires. If electronic copies are provided, they will be provided on CD-R media.
- 6 12. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion
7 of each Task (as shown on Exhibit "C") and/or the completion and acceptance of the PROJECT
8 construction contract. If final costs associated with the CITY Improvements are in excess of the deposit
9 provided in Section 2, COUNTY shall include a final bill with the financial reconciliation. If final costs
10 associated with the CITY Improvements are less than the deposit provided in Section 2, COUNTY shall
11 include a reimbursement for the difference with the financial reconciliation.

12 **SECTION 2 • CITY AGREES:**

- 13 1. To fund one hundred percent (100%) of the cost of the PROJECT CITY Improvements, as shown in
14 Exhibit "C". CITY agrees that should unforeseen circumstances arise which result in an increase of any
15 costs over those shown in Exhibit "C", CITY will in good faith amend this Agreement to include any such
16 costs under this Agreement.
- 17 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, one
18 hundred thirty thousand dollars (\$130,000)(the "Deposit"), which represents one hundred percent (100%)
19 of the costs to complete construction of CITY improvements, including construction survey, inspection
20 and materials testing, as provided in Exhibit "C" .
- 21 3. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
22 contractor, an encroachment permit authorizing entry onto CITY right-of-way to complete construction,
23 including construction survey, inspection and materials testing for the PROJECT.
- 24 4. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and
25 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the
26 PROJECT.
- 27 5. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY Resident
28 Engineer during the construction of the PROJECT and to verify facilities are constructed as required by
29 this Agreement.

SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

1. COUNTY and CITY acknowledge and agree that any funding shortfall for the completion of the PROJECT CITY Improvements will be the sole responsibility of CITY. Nothing in this Agreement is intended to commit the COUNTY to funding any portion of the CITY Improvements portion of PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any anticipated funding or to continue with the CITY Improvements portion of PROJECT, if funds are no longer available. In the event that adequate funds are not available to move forward or to complete PROJECT, PARTIES agree to meet and confer and collectively work to identify adequate funding for PROJECT.
2. The total cost to CITY to complete construction, including construction survey, inspection and materials testing is estimated to be \$130,000 as detailed in Exhibit "C".
3. COUNTY shall not be obligated to commence the CITY Improvement portions of the PROJECT until after receipt of CITY's deposit as required in Section 2.
4. Construction by COUNTY of CITY improvements portions of the PROJECT shall not be commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has been issued by CITY.
5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the PROJECT construction contract, a policy of Commercial 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 CITY, its officers, agents and employees, as additionally insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to CITY prior to the start of construction.
6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will be automatically vested with the jurisdiction in which the improvements reside and no further agreement will be necessary to transfer ownership.
7. CITY shall be responsible for the maintenance of the CITY improvements provided by PROJECT except

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as specified in this Agreement or future agreements.

- 8. 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.
- 9. 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, 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 CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
- 10. 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 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY 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 under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
- 11. In the event that CITY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to terminate this Agreement upon 90 days written notice to CITY.
- 12. CITY and COUNTY shall retain or cause to be retained for audit, all records and accounts relating to PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the PROJECT.

Grand Avenue Resurfacing Improvements

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

3	COUNTY:	CITY:
4	Riverside County Transportation Department	City of Lake Elsinore
5	Attn: Patty Romo,	Attn: Vince Damasse,
6	Assistant Director of Transportation	Public Works Director
7	4080 Lemon Street, 8th Floor	130 South Main Street
8	Riverside, CA 92501	Lake Elsinore, CA 92530
9	Phone: (951) 955-6740	Phone: (951) 674-3124

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APPROVALS

COUNTY Approvals

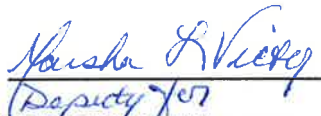
RECOMMENDED FOR APPROVAL:

 Dated: 4/16/15

JUAN C. PEREZ
Director of Transportation and Land Management

APPROVED AS TO FORM:

COUNTY COUNSEL

 Dated: 4-13-15
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

Marion Ashley
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Cooperative Agreement

CITY OF LAKE ELSINORE Approvals

APPROVED BY:

_____ Dated: _____

PRINTED NAME
City Manager

APPROVED AS TO FORM:

_____ Dated: _____

PRINTED NAME
City Attorney

ATTEST:

_____ Dated: _____

PRINTED NAME
City Clerk

EXHIBIT A

VICINITY/PROJECT MAP

SEGMENT 1

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**EXHIBIT A
SEGMENT 1**

**SCALES WAY TO ONTARIO WAY
CITY OF LAKE ELSINORE**

The County of Riverside assumes no warranty or legal responsibility for the information contained on this map. Data and information represented on this map is subject to updates, modifications and may not be complete or appropriate for all purposes. County GIS and other sources should be queried for the most current information. Do not copy or resell this map.



02/26/2015

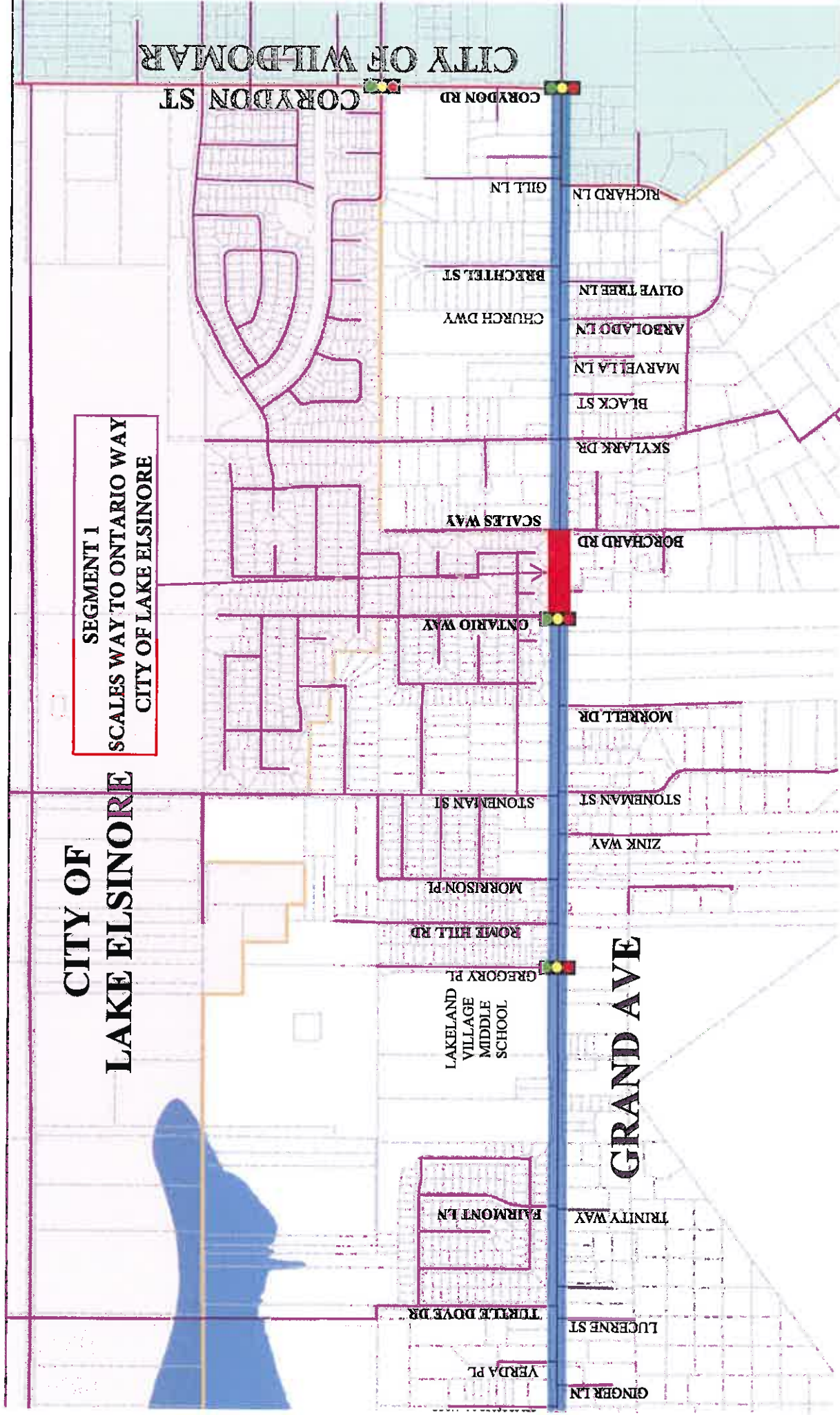


EXHIBIT B

VICINITY/PROJECT MAP

SEGMENT 2

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EXHIBIT B
SEGMENT 2
140' S'LY WINDWARD WAY
TO 161' N'LY SHORELINE DRIVE
CITY OF LAKE ELSINORE

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EXHIBIT C
PROJECT BUDGET

ESTIMATED COSTS:

TASK	SEGMENT 1	SEGMENT 2	TOTAL
Construction	\$45,000	\$63,000	\$108,000
Construction contingency (5%)	\$2,000	\$3,500	\$5,500
Construction Engineering & Inspection (11%)	\$5,000	\$7,000	\$12,000
Construction Survey (4%)	\$2,000	\$2,500	\$4,500
TOTAL COST	\$54,000	\$76,000	\$130,000