

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

310A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
January 21, 2016

SUBJECT: Approval of a Cooperative Agreement by and between Val Verde Unified School District and the County of Riverside for Road Improvements on Orange Avenue Fronting the New Southeast High School in the City of Perris. 5th District; [\$264,371]; Local Funds 100% Total Cost


RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement by and between Val Verde Unified School District and the County of Riverside (County) for Road Improvements on Orange Avenue; and
2. Authorize the Chairman of the Board to execute the same.

Departmental Concurrence




Patricia Romo
Assistant Director of Transportation



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	\$ 264,371	\$ 0	\$ 264,371	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: Gas Tax/HUTA 100% **Budget Adjustment:** No
For Fiscal Year: 2015/2016

C.E.O. RECOMMENDATION: APPROVE
BY 

Tina Grande
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: _____ **District:** 5 **Agenda Number:** _____

3-29

FORM APPROVED COUNTY COUNSEL
BY:  4-6-16
DATE
ANITA C. WILLIS

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

FORM 11: Approval of a Cooperative Agreement by and between Val Verde Unified School District and the County of Riverside for Road Improvements on Orange Avenue fronting the new Southeast High School in the City of Perris. 5th District; [\$264,371]; Local Funds 100%

DATE: January 21, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

The Val Verde Unified School District (District) is constructing the new Southeast High School at the southeast corner of Orange Avenue and Evans Road in the City of Perris. The primary access to and from the new high school is on Orange Avenue, which will be improved as part of the construction of the District's high school project. The south half of Orange Avenue is within the City of Perris and the north half of Orange Avenue is within the County's jurisdiction.

The County and the District recognize the need for the proposed improvements on Orange Avenue and will share the costs of the road improvements based on the proportionate share of work in each of the County and City of Perris right of way jurisdictions. The County's shared cost of the road improvements is estimated to be \$264,371.

The cooperative agreement sets forth the terms and conditions establishing the responsibilities of each party as to the construction and reimbursement of costs for the road improvements. The District will be the lead agency for the construction of the road improvements and the County will reimburse the District for the County's share of the costs based on the District's invoicing of actual costs. Upon completion of the road improvements, the County will assume ownership and responsibility for the operation and maintenance of the project's road improvements located within the County's right of way.

Construction is expected to begin in March of 2016.

County Counsel has approved the Cooperative Agreement as to legal form.

Impact on Residents and Businesses

Residents/students will benefit from the new road improvements, constructed with this project, by improving access around the new Southeast High School, facilitating the operation of the Orange Avenue and Evans Road intersection and enhance safety for the students and vehicles.

SUPPLEMENTAL:

Additional Fiscal Information

The funding for the County's share of the road improvements will be from Gas Tax. Future operations and maintenance costs associated with the road improvements within the County right of way will accrue to the County.

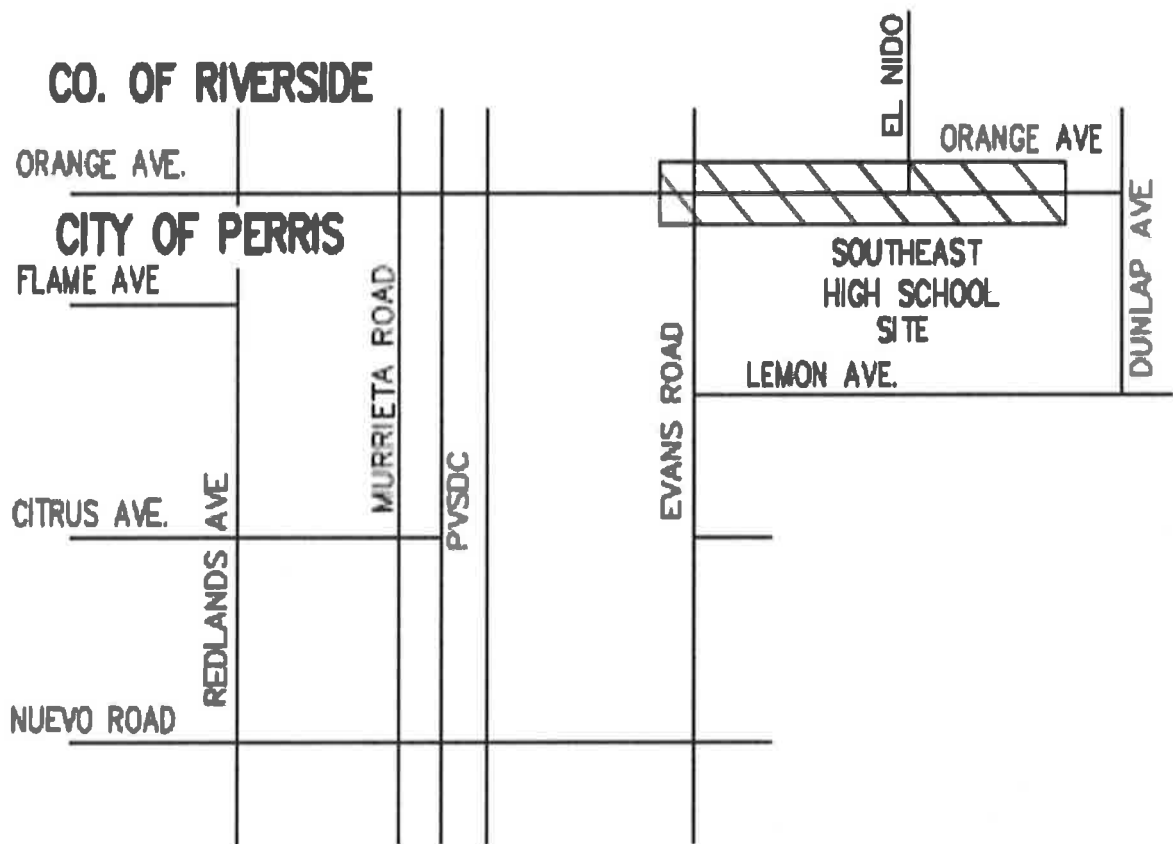
TIP Project No. B40443

ATTACHMENTS:

Vicinity Map

Cooperative Agreement

VICINITY MAP OF THE PROJECT



AGREEMENT FOR ROAD IMPROVEMENTS

BETWEEN

VAL VERDE UNIFIED SCHOOL DISTRICT

and

COUNTY OF RIVERSIDE

This Agreement ("Agreement") is entered into this ___ day of _____, 2016 ("Effective Date") by and between the Val Verde Unified School District ("District") and the County of Riverside ("County") (collectively the "Parties" or individually the ("Party") for the provisions and cost sharing of certain right-of-way ("ROW") improvements.

WHEREAS, the District plans to conduct various street improvements as requested by the City of Perris ("City") on a portion of the street located at Orange Avenue, between Evans Road and Dunlap Drive and as more shown in Exhibit "A";

WHEREAS, the ROW is divided into portions under the control of the County ("County ROW") and portions under the control of the City of Perris ("City ROW") as more particularly described in Exhibit "A";

WHEREAS, the County ROW is also in need of certain improvements;

WHEREAS, in order to benefit the general public, as well as parents, students and staff of the District, the District and County desire to cooperate in planning, implementing and financing certain street improvements on the City ROW and the County ROW, as more particularly identified in the summary attached hereto as Exhibit "B" ("Project");

WHEREAS, the Parties have designated the District as lead agency for the Project and therefore the District will perform the Project with the cooperation and reimbursement of the County, as described herein; and

WHEREAS, the District and County wish to set forth in this Agreement the terms and conditions for the planning, implementing and financing of the Project.

NOW THEREFORE, in consideration of the foregoing recitals, there Parties hereto agree as follows:

I. THE PROJECT

1. **Definition.** The Project shall consist of the street improvement and related construction work necessary to complete the work set forth herein and described in "Exhibit "B" attached hereto and incorporated by this reference ("Scope of Work") as reviewed and approved by the City and County.

2. Cost. The cost of the Project shall include all costs incurred by the District to complete the Project, including, but not limited to, the cost of utility relocation, obtaining easements, rights-of-way and rights of entry from private parties, cost of labor and materials for construction of the Project and associated costs. Cost of the Project shall not include administrative time associated with the Project by District and/or County employees.

3. County Payment. The estimated cost to complete the Scope of Work on the County Property ("County Cost") is Two Hundred Sixty Four Thousand Three Hundred Seventy One Dollars (\$264,371) as set forth in the breakdown attached hereto as Exhibit "C". Upon execution of this Agreement, the District can immediately issue an invoice for the cost incurred by the District to date for any work associated with the County ROW

The District shall issue monthly invoices to the County for the costs to complete the County ROW up to the County Cost. The invoices shall include the costs incurred by the District to date. The County shall issue payment directly to the District within thirty (30) days of receipt of any County Cost invoice. By entering this Agreement County hereby agrees that it shall pay the District a total sum up to the County Costs in monthly payments upon receipt of District invoices.

On a monthly basis, the District shall issue an invoice of the County Costs incurred to date to the County describing the County Costs and identifying the amount of the County Costs owed. The County shall issue payment directly to the District within thirty (30) days of receipt of any County Cost invoice. Any such County Cost, along with any approved Unforeseen Costs, shall be considered the "County Share" to complete the Project. By entering into this Agreement, County confirms that it has, and will provide, all funds necessary to timely and fully make any payment requested by the District pursuant to this Section. Failure by County to timely make any payment pursuant to this Section shall constitute a material breach of this Agreement and shall subject County to termination as set forth in Article VII below.

4. Unforeseen Costs. The County recognizes the County Cost is based on the District's initial estimate of the cost to complete the Project work in the County ROW based on the District's good faith assessment of the Project, and the requirements to complete the Project as to the County ROW as known to the District at the time of this Agreement's execution. If the District requires more effort to complete the work as to the County Property, the District shall submit written notification to the County discussing the remaining work and identifying the cost to complete the remaining work. The remaining work may include, but is not limited to, any costs associated with unforeseen or changing conditions, work required to address any underground conditions or other conditions not readily visible to the District, unanticipated costs required to complete the Project, or any other costs outside the scope of the Project necessary to complete the Project for any reason ("Unforeseen Costs"). The Unforeseen Costs shall also include "soft costs," which include any payments to architects or consultants for costs of, surveys, tests, and items not included or contemplated in the Scope of Work and any design, engineering, construction, technical consultants, surveys, and testing, associated with the County ROW as set forth herein. If County has any questions about the Unforeseen Costs, as indicated in the District's notice, the Parties may meet in good faith to discuss the remaining work and the additional costs. However, County recognizes that the District may not be able to complete all required work on the County Property if the County does not approve of the Unforeseen Costs.

In the event the County does not approve or issue payment for the Unforeseen Costs, the District, at its sole discretion, may abandon the Project due to lack of funds. County approval of any Unforeseen Costs is required prior to the District allowing the contractor to proceed with any such work.

5. Property Claims. The County recognizes that the ownership of the Property is divided between the City and the County. Thus, the County shall address, and be solely responsible for, any dispute or issue that arises between the City and the County regarding the County ROW, including rights of way. The District shall be solely responsible for any dispute or issue that arises between the City and the District regarding the City ROW. The County shall indemnify the District from any claim or action initiated by the City arising out of the ownership of the Project, as set forth in Article V below. The County also recognizes that the District shall have final control over the implementation of the Project, including the means and methods of construction and the resulting final products. Nothing in this Agreement shall be construed as granting the County any control or authority over the construction of the Project but County shall not be required to relinquish authority over the County Right-of-Way to the District. County shall have no right to withhold any payment owed pursuant to this Agreement based on any dispute or disagreement over the District's implementation or completion of the Project. However, the County may withhold payment owed to the District pursuant to the Agreement if the District breaches any material terms of this Agreement and the District fails to rectify the breach within fourteen (14) business days of receipt of written notice from the County of the breach. If the District cannot rectify the breach within this fourteen (14) day period, the District may submit written documentation explaining its plan to rectify the breach along with a date of completion, in which case the County shall not withhold payment from the District unless and until the District does not meet the established completion deadline.

II. RESPONSIBILITIES OF THE PARTIES

1. County Agrees:

- a. To promptly pay the County Share, as identified in Article I above.
- b. To grant all necessary easements, rights-of-way and right of entry in or around any County ROW within the County's control as needed to construct the Project and shall assist the District in obtaining permission from any agency, entity, or individual that the District determines, at its sole discretion, is required to construct the Project.
- c. To assist the District with obtaining all necessary permits and approvals required to complete the Project and to make adjustments to any and all public utilities and public utility connections in and along the Project to enable the District to complete the Project and as required to serve the completed Project including, but not limited to, storm drains, water lines, sewer lines and dry utilities. This section does not require the County to take any action beyond its means or control but rather to assist the District to obtain the necessary permits and approvals as requested by the District.
- d. To assist the District with any issue, dispute or question that arises from the City or any other person, entity, or agency with respect to the Project including, but not

limited to, any dispute regarding the City ROW or the County ROW or any conflict between the City and the District as to the type, manner, or requirements of the improvements of the Property. This section does not require the County to take any action beyond its means or control but rather to assist the District to address any issue that may arise with respect to the District's right to conduct work on the County ROW.

e. County, at its sole discretion, may inspect the work in the County ROW through an inspector or other means. County shall be solely responsible for conducting such inspection and all associated costs.

2. District Agrees:

a. To cause to be produced a set of plans and specifications, obtain all necessary easements, rights-of-way and right of entry agreements as necessary to construct the Project as defined herein.

b. Perform design and construction coordination between the Project and the surrounding property, including the City ROW.

d. To pay for the costs of the Project that do not qualify as the County Share, provide the County with monthly invoices that itemize County Share of the Project, and to include back-up documentation of the County Share costs.

e. To prepare, advertise, award and administer a public works contract for the construction of the Scope of Work 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.

III. CHANGES TO SCOPE OF WORK/PROJECT BUDGET

1. The District, may change or adjust the Project and/or the scope of work if necessary as the result of changing conditions, unforeseen conditions, or cost considerations. The District shall provide written notification to County if any such change becomes necessary and the County shall work with the District as necessary to implement any change determined to be necessary by the District, however any change to County ROW must have County concurrence and approval of cost within one business day. Upon approval the County shall be responsible for any and all additional costs to complete the Project in the County ROW, including any cost associated with any change that the District with concurrence by the County determines is necessary to complete the County ROW. Any such costs shall be deemed part of the County Costs and paid in accordance with Article I, Section 4 above.

IV. OWNERSHIP AND TITLE TO PROJECT; AUDIT

1. Ownership and title to all improvements installed as part of the Project will vest with the County to the extent they are located in County ROW and no further agreement will be necessary to transfer ownership after the filing of the notice of completion.

2. The Parties agree to retain, or cause to be retained, for audit purposes, for three (3) years from the date of filing a Notice of Completion for each portion of the Project all records related to that portion of the Project.

V. INDEMNIFICATION

1. County agrees to defend, indemnify and hold harmless District, its officials, officers, employees and agents from any and all liability from loss, damage or injury to property or persons, in any manner arising out of any negligent acts, omissions or willful misconduct of the County arising out of or in connection with County's performance of this Agreement. County shall also indemnify the District from any damage, claim or action brought by any party arising from the County's right to allow the work contemplated by this Agreement on the County ROW, including any claim suggesting that the Project infringes on the City or another's property rights either with respect to the County ROW or property adjacent to the Project. County represents and warrants that it holds rights to the County ROW which allows the District to conduct the work on the County ROW contemplated by this Agreement and shall indemnify the District from any claim arising out of any claim by another party as to the right to conduct work on the County ROW. By entering into this Agreement, County represents and warrants that the District is legally able to complete the work in the County ROW and shall indemnify the District in case of any claim alleging the County ROW work cannot proceed based on any applicable law, regulation, or governmental agency requirement.

2. District agrees to defend, indemnify and hold harmless County, its officials, officers, employees and agents from any and all liability from loss, damage or injury to property or persons, in any manner arising out of any negligent acts, omissions or willful misconduct of the District arising out of or in connection with District's performance of this Agreement. District shall also indemnify the County from any damage, claim or action brought by any party arising from the District's right to allow the work contemplated by this Agreement on the City ROW, including any claim suggesting that the Project infringes on the County or another's property rights either with respect to the City ROW or property adjacent to the Project. District represents and warrants that it holds rights to conduct the work on the City ROW contemplated by this Agreement and shall indemnify the County from any claim arising out of any claim by another party as to the right to conduct work on the City ROW. By entering into this Agreement, District represents and warrants that the District is legally able to complete the work in the City ROW and shall indemnify the County in case of any claim alleging the work in the City ROW cannot proceed based on any applicable law, regulation, or governmental agency requirement.

VI. INSURANCE

1. District and County shall all be listed as additionally insured on all insurance policies obtained in conjunction with this Project.

VII. TERMINATION

1. This Agreement shall terminate upon the filing of a Notice of Completion for all portions of the Project or upon the mutual consent of the Parties.

2. If a Party breaches any of the terms of this Agreement, the Non-Breaching Party may issue written notice which describes the breach, identifies the portion of this Agreement that has been breached, and explains how the breach should be rectified in accordance with this Agreement. If the Breaching Party fails to rectify the Breach within twenty (20) days of the written notice, the Non-Breaching Party may terminate this Agreement upon written notification to the Breaching Party. If the County is the Breaching Party, the District shall be entitled to immediate reimbursement from the County for any cost incurred by the District to initiate or complete the Project, including any costs associated with County's breach of the Agreement and any legal fees or consultant fees necessary to assess the County's breach. Further, upon County breach, the District may abandon the Project. If the District is the Breaching the Party, the County may seek immediate reimbursement from the District for any cost incurred by the County to initiate or complete the Project, including any costs associated with District's breach of the Agreement and any legal fees or consultant fees necessary to assess the District's breach.

VIII. MISCELLANEOUS

1. Notice. Any notice, request, information or other document to be given hereunder to any of the parties by any other parties shall be in writing and shall be deemed given and served upon delivery, if delivered personally or through facsimile, or three (3) days after mailing if sent by certified mail, postage prepaid, as follows:

To District: VAL VERDE UNIFIED SCHOOL DISTRICT
Attn: Stacy Strawderman,
Director Facilities, Contracts & Purchasing Services
Val Verde Unified School District
975 W. Morgan Street
Perris, CA 92571

With copy to: ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Attn: Stephen M. McLoughlin
12800 Center Court Dr., Suite 300
Cerritos, CA 90703
Fax: (562) 653-3333

To County: COUNTY OF RIVERSIDE
Patricia Romo
Assistant Director of Transportation
4080 Lemon Street
Riverside, CA 92501
(951) 955-6740

2. Attorneys' Fees; Litigation. In the event of a dispute under this Agreement, each Party shall bear its own attorneys' fees and costs.

3. Binding on Heirs. This Agreement shall be binding upon the Parties hereto and their respective heirs, representatives, transferees, successors, and assigns.

4. Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

5. Entire Agreement, Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by all of the Parties hereto.

6. Exhibits. All exhibits and attachments to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

7. Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

8. Authority. The person(s) executing this Agreement on behalf of the Parties hereto warrant that: (a) such Party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (c) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (d) the entering into this Agreement by a Party does not violate any provision of any other agreement to which said Party is bound.

9. Execution in Counterpart. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

10. Conflicts of Interest. No director, officer, official, representative, agent or employee of any Party shall have any financial interest, direct or indirect, in this Agreement.

11. Rights and Remedies are Cumulative. Except as may be otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of its right or remedies shall not preclude the exercise by it, at the same time or at different times, of any other rights or remedies for the same default or any other default by another Party or Parties.

12. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of any Party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. Cooperation. The Parties acknowledge that it may be necessary to execute documents other than those specifically referred to herein in order to complete the objectives and requirements that are set out in this Agreement. The Parties hereby agree to cooperate with each other by executing such other documents or taking such other actions as may be reasonably necessary to complete the objectives and requirements set forth herein in accordance with the intent of the Parties as evidenced in this Agreement.

14. Ambiguities not to be Construed against Drafting Party. The doctrine that any ambiguity contained in a contract shall be construed against the party whose counsel has drafted the contract is expressly waived by each of the Parties hereto with respect to this Agreement.

15. Nonliability of Officials. No officer, member, employee, agent, or representative of the Parties shall be personally liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon, shall be personally enforced against any such officer, official, member, employee, agent, or representative.

[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

VAL VERDE UNIFIED SCHOOL DISTRICT

Its: _____


APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: _____
Stephen M. McLoughlin, Esq., legal counsel for
Val Verde Unified School District

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE

By: 
JUAN C. PEREZ
Director of Transportation
and Land Management


By: _____
JOHN J. BENOIT, Chairman
Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA HARPER-IHEM
Clerk of the Board

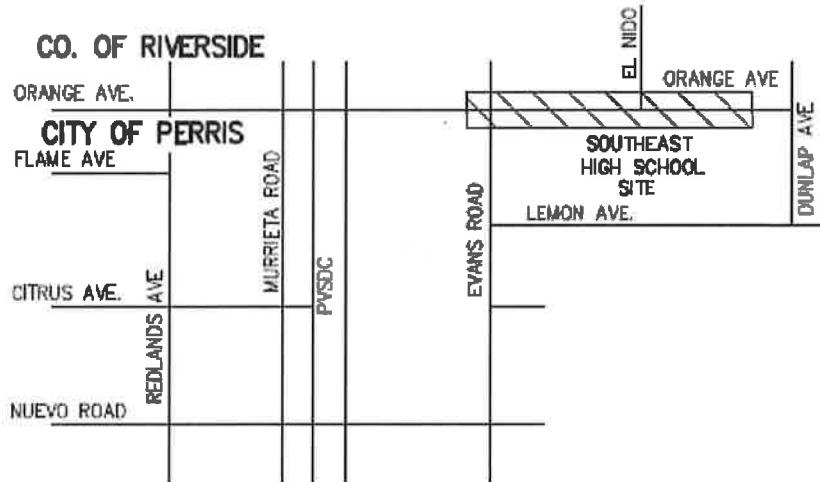
By: 
MARSHA L. VICTOR
Principal Deputy County Counsel
Contract no. 10-01-002

By: _____
Deputy

(SEAL)

EXHIBIT "A"

VICINITY MAP OF THE PROJECT



DESCRIPTION OF THE PROPERTY

Portion of Parcel 1 per Parcel Map 7656 as recorded in Parcel Map Book 31 Page 27 in the Records of the County of Riverside, CA.

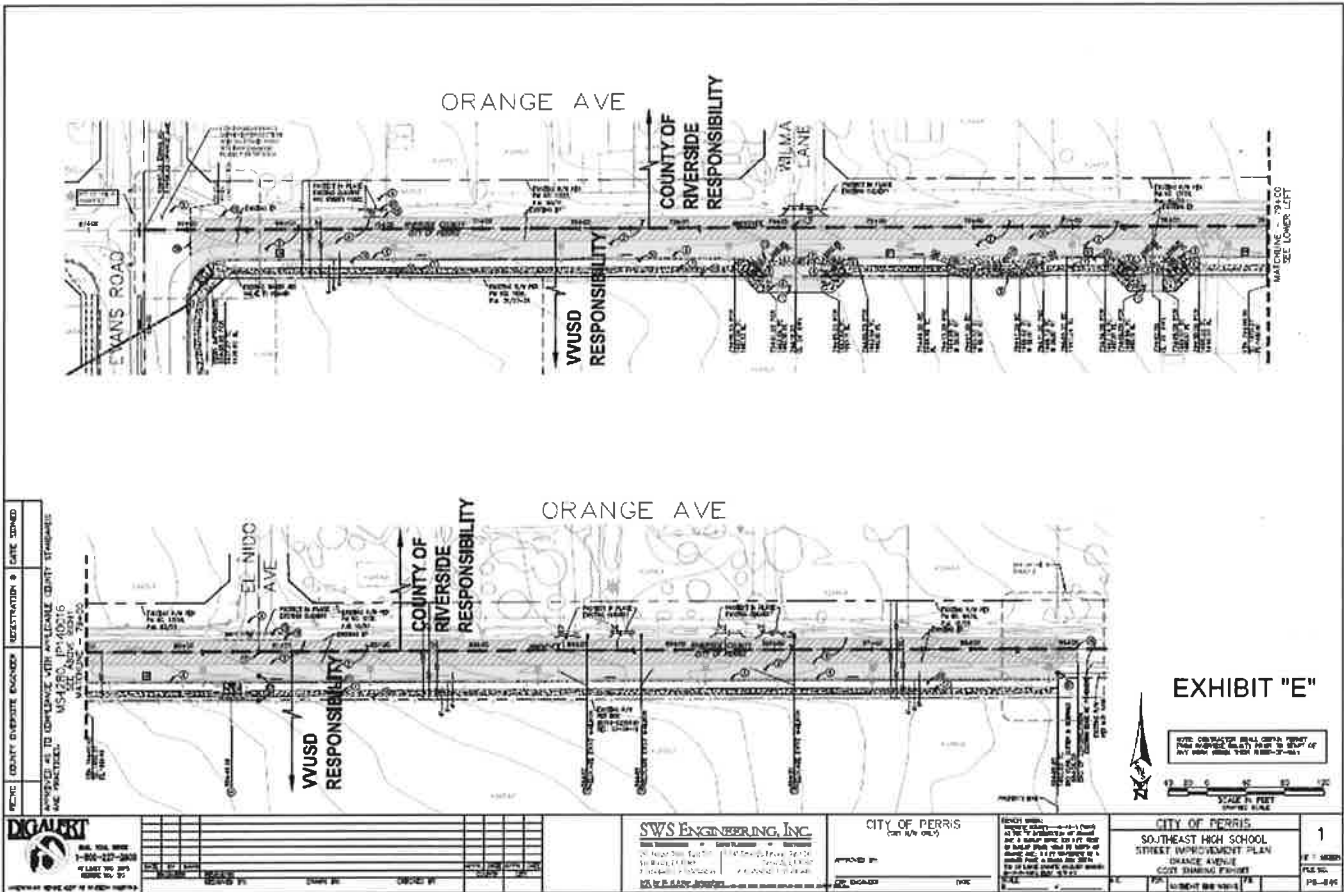


EXHIBIT "B"

SCOPE OF WORK

The Scope of Work includes all work necessary to complete the construction of roadway improvements on the north half of Orange Avenue between Evans Road and the Southeast High School easterly property line, as shown on the street improvement plans as approved by the County of Riverside (MS 4280, IP 140016), which is incorporated herein by this reference. This includes, but is not limited to, AC pavement and base, AC overlay, street signs and traffic control devices, regrading of an existing drainage ditch, and all other work that may be necessary to ensure the street, and surrounding areas comply with all applicable regulations. The Scope of Work may also include all improvement/construction work to address any unforeseen or hidden conditions affecting the validity of the street or the street improvements, including underground conditions. The Scope of Work shall further be defined and described in the engineering documents provided by the District's consultant, SWS Engineering, Inc. as the Project progresses.

EXHIBIT "C"

County Cost

HARD COSTS

ITEM	QTY.	UNIT	UNIT COST	COST
Survey	1	LS	\$2,000	\$2,000
Supervision - 4 weeks	1	LS	\$15,000	\$15,000
Traffic Control	1	LS	\$2,500	\$2,500
BMPs	1	LS	\$1,000	\$1,000
Signage & Striping	1	LS	\$7,500	\$7,500
Pulverize AC	25272	SF	\$0.38	\$9,497
Rough Grade	25272	SF	\$1.41	\$35,507
AC Pavement	910	TON	\$79.28	\$72,145
Aggregate Base	1404	CY	\$44.78	\$62,871
Mail Boxes	3	EA	\$100.00	\$300
1-1/2" Grind	1	LS	\$3,500	\$3,500
1-1/2" Overlay	6.615	TON	\$73.00	\$483
Sawcut	132	LF	\$2.00	\$264
Overex, recompact and regrade channel	1	LS	\$15,000	\$15,000
Bonds	1	LS	\$2,275	\$2,275

SUBTOTAL \$229,842

SOFT COSTS

ITEM	QTY.	UNIT	UNIT COST	COST
CM Fee	229,842		3.00%	\$6,895
CM Fee - Admin/Office/Util	229,842		2.00%	\$4,597
Design and Field Topo	1	LS	\$18,500	\$18,500
Labor Compliance Consultant	229,842		0.30%	\$690
Geotech Testing	229,842		1.50%	\$3,448
Plan reproduction	1	LS	\$400	\$400

SUBTOTAL \$34,529

TOTAL COST \$264,371