

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

682A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:

August 4, 2011

SUBJECT: Cooperative Agreement with Coachella Valley Unified School District for the construction of Traffic Signal and Safety Lighting at the intersection of Harrison Street and Avenue 74, in the Thermal Area.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Cooperative Agreement with the Coachella Valley Unified School District for the construction of traffic signal and safety lighting and associated roadway improvements at the intersection of Harrison Street and Avenue 74, 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:	\$ 201,000	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: Eastern County Signal DIF (100%)
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
DATE: 8/2/11
BY: MARSHAL L. VICTOR

Departmental Concurrence

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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: August 16, 2011
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref. | District: 4 | Agenda Number:

3.96

The Honorable Board of Supervisors

RE: Cooperative Agreement with Coachella Valley Unified School District for the construction of Traffic Signal and Safety Lighting at the intersection of Harrison Street and Avenue 74, in the Thermal Area.

August 4, 2011

Page 2 of 2

BACKGROUND: The Coachella Valley Unified School District (CVUSD) recently constructed the Oasis Elementary School at the southeast corner of the intersection of Harrison Street and Avenue 74. The access to the school is on Avenue 74, and much of the school-related traffic accesses the school via the intersection of Harrison Street and Avenue 74.

Both the County and CVUSD recognize that additional traffic is using the currently unsignalized intersection of Harrison Street and Avenue 74, especially before and after school. Harrison Street is designated as a 6-lane, divided arterial and Avenue 74 is designated as a 4-lane, divided arterial in the circulation element of the County General Plan. Fillmore Street also crosses this intersection from the NE to the SW, making this a complex intersection and requiring additional intersection improvements. To enhance the safety of the intersection, a raised median island is proposed to restrict certain turning movements at the intersection.

The construction of a traffic signal at the intersection of Harrison Street and Avenue 74 will facilitate access to the elementary school and improve traffic safety and operation at the intersection. The signal is currently under construction.

The total cost for the project is estimated at \$256,000 with the County and the District sharing the cost at 75% and 25%, respectively, as indicated in Exhibit B of the proposed cooperative agreement. The County is to also pay 100% for the traffic control raised median. The County's share amounts to \$201,000 and is to be funded by Eastern County Signal DIF.

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

The District is the lead agency for the construction of the improvements and upon completion of the improvements, the County will reimburse the District for the County's share of the cost.

The agreement has been executed by the Coachella Valley Unified School District.

It is recommended that the Board approve the agreement.

County Counsel has approved the agreement as to form.

(Project No. B90955)

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY AND COACHELLA VALLEY UNIFIED SCHOOL DISTRICT
FOR TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENTS AT
THE INTERSECTION OF HARRISON STREET AND AVENUE 74

This Agreement entered into this 11th day of August, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), and the Coachella Valley Unified School District, (hereinafter "DISTRICT") for the provision of certain traffic signal and roadway improvements in the vicinity of Oasis Elementary School near the community of Thermal and within the jurisdictional boundaries of the COUNTY.

RECITALS

- A. COUNTY and DISTRICT desire to cooperate and jointly participate in a project to install roadway, traffic signal and safety lighting improvements, as shown in Exhibit "A" (Vicinity Map), at the intersection of Harrison Street and Avenue 74, to improve traffic safety and operation of the intersection. The improvements consist of the installation of a traffic signal and safety lighting and signing and striping at the intersection (hereinafter "SIGNAL"), and associated traffic control raised median on Harrison Street (hereinafter "MEDIAN"), at the intersection. These improvements collectively are hereinafter referred to as "PROJECT".
- B. COUNTY and DISTRICT desire to cooperate and jointly participate in implementing and funding the PROJECT.
- C. COUNTY and DISTRICT desire to have one agency take a lead role in the development and implementation of PROJECT to coordinate the improvements.
- D. COUNTY and DISTRICT have designated DISTRICT as the lead agency for the PROJECT and DISTRICT will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement PROJECT.
- E. COUNTY and DISTRICT desire to define herein the terms and conditions under which said PROJECT is to be administered, environmentally cleared, engineered, coordinated, constructed, managed, maintained and financed.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

1. To fund 75% of the actual construction cost of SIGNAL and 100% of the actual construction cost of MEDIAN, including the costs for the advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements. The COUNTY'S estimated share of the costs of the improvements is provided in Exhibit "B" attached hereto and incorporated herein.
2. To provide plan check, review and approval of the engineering design plans for PROJECT submitted by DISTRICT.
3. To issue to the DISTRICT or its contractors, an encroachment permit authorizing entry onto COUNTY'S right-of-way for all work related to the PROJECT construction.
4. To provide construction inspection for the PROJECT.
5. To maintain the traffic signal at the intersection of Harrison Street and Avenue 74 at COUNTY expense, after the completion of PROJECT.
6. To pay within 45 days upon receipt of all invoices submitted by DISTRICT for services rendered in accordance with this executed agreement.

SECTION 2 • DISTRICT AGREES:

1. To prepare, or cause to be prepared and submit final plan, specifications and estimates (PS&E) for improvements within COUNTY'S (and CITY'S) right-of-way which shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California.
2. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality Act (CEQA).
3. To locate all utility facilities within the PROJECT area. If any utilities are found to conflict with

1 PROJECT construction DISTRICT shall make all necessary arrangements with owners of
2 such facilities for protection, relocation, or removal. All utilities shall be identified on the plans
3 and in the specifications and conflicting utilities are to be denoted with the appropriate
4 resolution.

- 5 4. To advertise, award and administer a public works contract for the construction of PROJECT
6 in accordance with all applicable laws, including but not limited to the local Agency Public
7 Construction Code, the California Labor Code, and in accordance with the permit issued by the
8 Riverside County Transportation Department.
- 9 5. To furnish a representative to perform the function of Resident Engineer during construction of
10 PROJECT.
- 11 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to,
12 construction surveys, soils and foundation tests, measurement and computation of quantities,
13 testing of construction materials, checking shop drawings, preparation of estimates and
14 reports, preparation of as-built drawings, and other inspection and staff services necessary to
15 assure that the construction is performed in accordance with the PS&E documents.
- 16 7. To construct PROJECT in accordance with approved PS&E documents.
- 17 8. To provide material testing and quality control conforming to the Caltrans Standard Testing
18 Methods as provided in Chapter 16 of the Local Assistance Procedures Manual, and to have
19 this testing performed by a certified material tester.
- 20 9. To submit any contract change order that causes the construction contract to exceed 10% of
21 the contract bid amount to COUNTY for review and approval prior to final authorization by
22 COUNTY.
- 23 10. To furnish COUNTY a complete set of full-sized film positive reproducible as-built plans and
24 all contract records, including survey documents, within sixty (60) days following the
25 completion and acceptance of PROJECT construction. COUNTY also desires electronic
26 copies of completed plans if available. If electronic copies are provided, it is requested that
27 they be provided on CD-R media.
- 28 11. To furnish COUNTY a final reconciliation of project expenses within ninety (90) days following
29

1 the completion and acceptance of the PROJECT construction contract.

2 12. To fund 25% of the actual cost of the construction of SIGNAL and advertising, awarding and
3 administering a public works construction contract necessary to construct PROJECT
4 improvements. The estimated costs for DISTRICT'S share of the improvements are provided
5 in Exhibit "B" attached hereto and incorporated herein.

6 13. DISTRICT is to fund other costs for PROJECT, including the preparation of plans,
7 specifications and estimates (PS&E), preparation of an environmental document (ED) and
8 obtaining environmental clearance, providing utility coordination and relocation of impacted
9 utilities.

10 14. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and
11 approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of
12 PROJECT.

13
14 SECTION 3 • IT IS MUTUALLY AGREED AS FOLLOWS:

- 15 1. The total cost of PROJECT is estimated to be \$256,000 as detailed in Exhibit "B".
- 16 2. DISTRICT shall cause DISTRICT'S contractor to maintain in force, until completion and
17 acceptance of the PROJECT construction contract, a policy of Contractual Liability Insurance,
18 including coverage of Bodily Injury Liability and Property Damage Liability, in the amount of
19 \$2,000,000 minimum single limit coverage, and a policy of Automobile Liability Insurance in the
20 amount of \$1,000,000 minimum. Endorsements to each policy shall be required which name
21 the COUNTY, its officers, officials, agents and employees as additionally insured. DISTRICT
22 shall also require DISTRICT'S contractor to maintain Worker's Compensation Insurance.
23 DISTRICT shall provide Certificates of Insurance and Additional Insured Endorsements which
24 meet the requirements of this section to COUNTY prior to the start of construction.
- 25 3. Ownership and title to all materials, equipment, and appurtenances installed as part of this
26 agreement will automatically be vested with the jurisdiction in which the improvements reside
27 and no further agreement will be necessary to transfer ownership.
- 28 4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing
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1 and signed by both parties and no oral understanding or agreement not incorporated herein
2 shall be binding on either party hereto.

- 3
- 4 5. COUNTY and DISTRICT shall retain or cause to be retained for audit for a period of three (3)
5 years from the date of final payment, all records and accounts relating to PROJECT.
- 6
- 7 6. Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage
8 or liability occurring by reason of anything done or omitted to be done by COUNTY under or
9 in connection with any work, authority or jurisdiction delegated to COUNTY under this
10 Agreement. It is further agreed that pursuant to Government Code Section 895.4, COUNTY
11 shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as
12 defined by Government Code Section 810.8) occurring by reason of anything done or omitted
13 to be done by COUNTY under or in connection with any work, authority or jurisdiction
14 delegated to COUNTY under this Agreement.
- 15
- 16 7. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or
17 liability occurring by reason of anything done or omitted to be done by DISTRICT under or in
18 connection with any work, authority or jurisdiction delegated to DISTRICT under this
19 Agreement. It is further agreed that pursuant to Government Code Section 895.4, DISTRICT
20 shall fully indemnify and hold COUNTY harmless from any liability imposed for injury (as
21 defined by Government Code Section 810.8) occurring by reason of anything done or omitted
22 to be done by DISTRICT under or in connection with any work, authority or jurisdiction
23 delegated to DISTRICT under this Agreement.
- 24
- 25 8. This agreement and the exhibits herein contain the entire agreement between the parties, and
26 are intended by the parties to completely state the agreement in full. Any agreement or
27 representation respecting the matters dealt with herein or the duties of any party in relation
28 thereto, not expressly set forth in this agreement, is null and void.
- 29
9. Nothing in the provisions of this Agreement is intended to create duties or obligations to or
rights in third parties not parties to this Agreement or affects 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.

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10. 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.

11. This Agreement shall terminate upon completion and final payments of the PROJECT or upon mutual agreement of the parties.

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APPROVALS

COUNTY Approvals

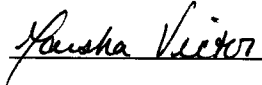
RECOMMENDED FOR APPROVAL:



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: AUG 16 2011
BOB BUSTER
Chairman, Riverside County Board of Supervisors

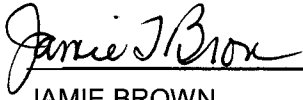
ATTEST:



Dated: AUG 16 2011
KECIA HARPER-IHEM
Clerk of the Board

DISTRICT Approvals

COACHELLA VALLEY UNIFIED SCHOOL DIST.



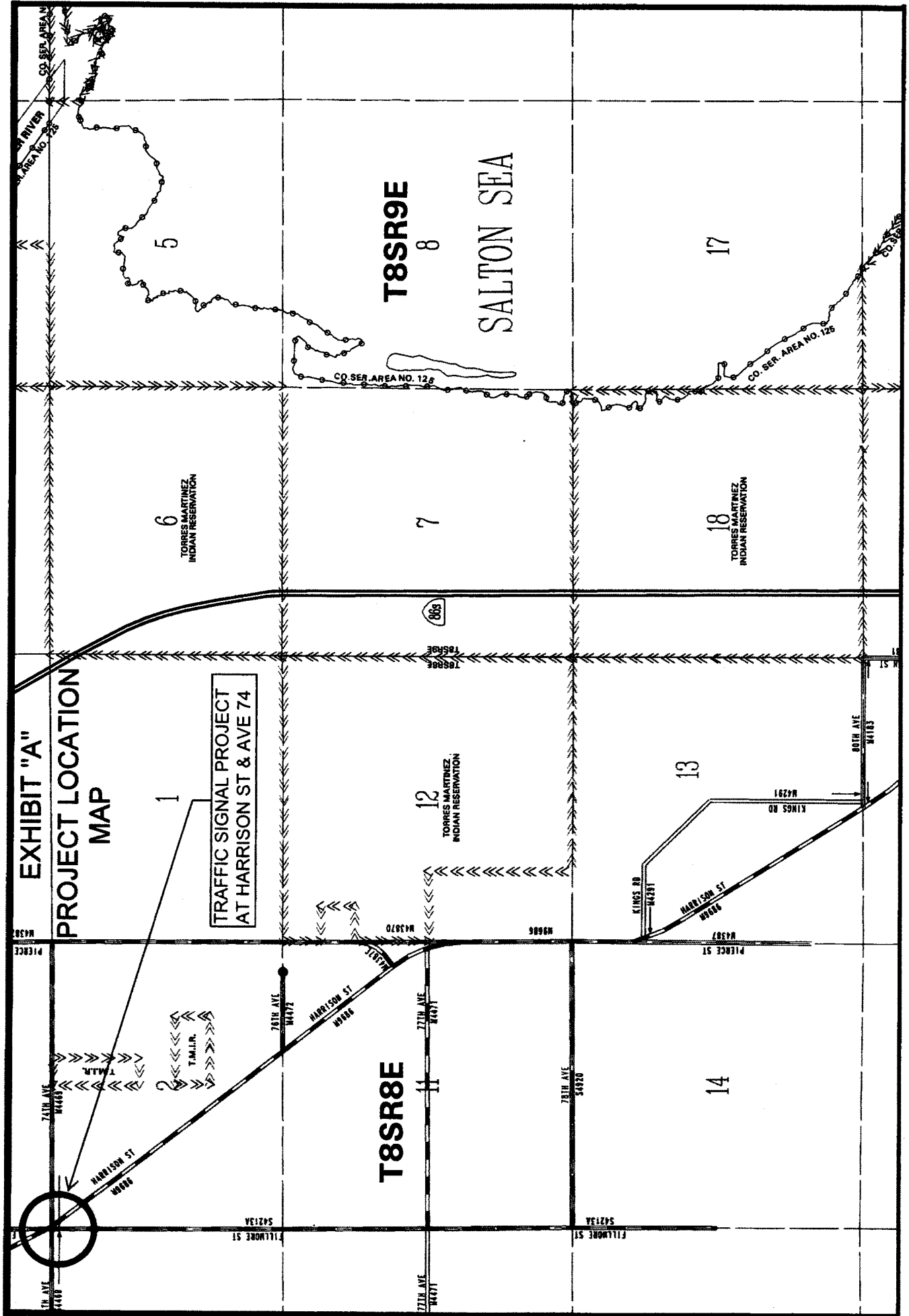
Dated: 7-21-11
JAMIE BROWN
Assistant Superintendent,
Business Services

APPROVED BY:

Dated: _____

PRINTED NAME

TITLE



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EXHIBIT B

ESTIMATED COST BREAKDOWN FOR THE
TRAFFIC SIGNAL, SAFETY LIGHTING AND ROADWAY IMPROVEMENT
PROJECT AT THE INTERSECTION OF
HARRISON STREET AND AVENUE 74

<u>Cost Item</u>	<u>County Cost Allocation</u>	<u>District Cost Allocation</u>	<u>Total</u>
Construction of Traffic Signals	\$165,000 (75%)	\$55,000 (25%)	\$220,000
Constr. of Traffic Control Median	\$ 36,000 (100%)	\$ 0	\$ 36,000
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TOTAL	\$201,000	\$55,000	\$256,000