

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS  
 DATE: 4/9/15

Departmental Concurrence

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

734 A



**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 March 24, 2015

**SUBJECT:** Cooperative Agreement by and between the County of Riverside and the City of Wildomar for Grand Avenue Resurfacing Improvements. 1<sup>st</sup> District; [\$63,000]; 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 Wildomar for Grand Avenue Resurfacing Improvements; and
2. Authorize the Chairman of the Board to execute the same.

*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)
<b>COST</b>	\$ 0	\$ 63,000	\$ 63,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** City of Wildomar (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 Grande*  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: April 28, 2015  
 xc: Transp.

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *Kecia Harper-Ihem*  
 Deputy

Prev. Agn. Ref.: District: 1 Agenda Number:

3-37

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

**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 Wildomar for the Grand Avenue Resurfacing Improvements. 1<sup>st</sup> District; [\$63,000]; Local Funds 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.

One segment of Grand Avenue is located within the jurisdictional boundaries of the City of Wildomar (City). The segment is 815 linear feet on the northwesterly side of Grand Avenue from Corydon Street to Richard Lane. By combining this segment with the County project, the segment 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 \$63,000 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 Wildomar City Council on March 12, 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 Wildomar will be 100% funded by the City.

**Contract History and Price Reasonableness**

N/A

COOPERATIVE AGREEMENT BY AND BETWEEN

COUNTY OF RIVERSIDE

AND

CITY OF WILDOMAR

FOR

GRAND AVENUE RESURFACING IMPROVEMENTS

This Agreement is entered into this 20th day of April, 2015, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Wildomar, (hereinafter "WILDOMAR") for the construction of Grand Avenue Resurfacing Improvements located within the jurisdictional boundaries of WILDOMAR. The COUNTY and WILDOMAR 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.

**Grand Avenue Resurfacing Improvements**

- 1 F. The Grand Avenue improvements described above are sometimes hereinafter referred to collectively as  
2 "PROJECT".
- 3 G. One segment of the PROJECT is located within the jurisdictional boundaries of WILDOMAR. The  
4 segment is on the northwesterly side of Grand Avenue from Corydon Street to Richard Lane and is 815  
5 feet in length and the pavement width is 16 feet.
- 6 H. The PROJECT includes replacement of portions of the existing concrete "dip-section" partially located in  
7 WILDOMAR. " The segments of the PROJECT within COUNTY are hereinafter referred to as "COUNTY  
8 Improvements."
- 9 I. For the segment of the PROJECT located within the jurisdictional boundaries of WILDOMAR, hereinafter  
10 referred to as "WILDOMAR Improvement", WILDOMAR desires to designate the COUNTY as the lead  
11 agency for the overall implementation of the PROJECT, since COUNTY has extensive experience in the  
12 development and implementation of similar type projects. COUNTY will therefore provide the  
13 administrative, technical, managerial, and support services necessary for the implementation of the  
14 PROJECT.
- 15 J. COUNTY and WILDOMAR desire to define herein the terms and conditions under which said PROJECT  
16 are to be administered, engineered, coordinated, and constructed.

**AGREEMENT**

17  
18 NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as  
19 follows:

20 **SECTION 1 • COUNTY AGREES:**

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

*Grand Avenue Resurfacing Improvements*

1 within WILDOMAR until WILDOMAR has approved the PROJECT PS&E documents.

- 2 3. To prepare Environmental Clearance Document that includes the segment within WILDOMAR.
- 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 WILDOMAR right of way to obtain a
- 9 WILDOMAR encroachment permit prior to the performance of said work. WILDOMAR and COUNTY
- 10 shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments in
- 11 WILDOMAR jurisdictional right-of-way. In the case that any utility companies are determined to have
- 12 prior rights, the cost of relocating utilities related to WILDOMAR Improvements shall be borne by
- 13 WILDOMAR.
- 14 5. To direct contractor to make written application to WILDOMAR for an encroachment permit authorizing
- 15 entry into WILDOMAR right of way for the purposes of constructing PROJECT.
- 16 6. To advertise, award and administer a public works contract for the construction of the PROJECT in
- 17 accordance with all applicable federal, state or local statutes, ordinances, orders, governmental
- 18 requirements, laws or regulations, including but not limited to the local agency public construction codes,
- 19 California Labor Code, and California Public Contract Code, and in accordance with the encroachment
- 20 permits issued by WILDOMAR.
- 21 7. To furnish a representative to perform the function of Resident Engineer during construction of
- 22 PROJECT.
- 23 8. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction
- 24 surveys, soils and compaction tests, measurement and computation of quantities, testing of construction
- 25 materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and
- 26 other inspection and staff services necessary to assure that the construction is performed in accordance
- 27 with the PS&E documents.
- 28 9. To construct the PROJECT in accordance with approved PS&E documents.
- 29 10. To submit any contract change order that causes the construction contract to exceed 10% of the contract

**Grand Avenue Resurfacing Improvements**

1 bid amount for PROJECT WILDOMAR Improvements to WILDOMAR for review and approval prior to final  
2 authorization by COUNTY.

3 11. To furnish WILDOMAR one complete set each of full-sized film positive reproducible as-built plans and all  
4 contract records, including survey documents, within three hundred and sixty-five (365) days following the  
5 completion and acceptance of the PROJECT construction contract. Electronic copies of completed plans  
6 are available if WILDOMAR desires. If electronic copies are provided, they will be provided on CD-R  
7 media.

8 12. To furnish WILDOMAR a final reconciliation of project expenses within ninety (90) days following the  
9 completion of each Task (as shown on Exhibit "B") and/or the completion and acceptance of the  
10 PROJECT construction contract. If final costs associated with the WILDOMAR Improvements are in  
11 excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial  
12 reconciliation. If final costs associated with the WILDOMAR Improvements are less than the deposit  
13 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
14 reconciliation.

15 **SECTION 2 • WILDOMAR AGREES:**

16 1. To fund one hundred percent (100%) of the cost of the PROJECT WILDOMAR Improvements, as shown  
17 in Exhibit "B". WILDOMAR agrees that should unforeseen circumstances arise which result in an  
18 increase of any costs over those shown in Exhibit "B", WILDOMAR will in good faith amend this  
19 Agreement to include any such costs under this Agreement.

20 2. To deposit with COUNTY, prior to COUNTY start of work and upon written request by COUNTY, sixty  
21 three thousand dollars (\$63,000)(the "Deposit"), which represents one hundred percent (100%) of the  
22 costs to complete construction of WILDOMAR Improvements, including construction survey, inspection  
23 and materials testing, as provided in Exhibit "B" .

24 3. To review environmental document and to obtain any necessary environmental clearances in accordance  
25 with the California Environmental Quality ACT (CEQA).

26 4. Issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
27 contractor, an encroachment permit authorizing entry onto WILDOMAR right-of-way to complete  
28 construction, including construction survey, inspection and materials testing for the PROJECT.

29 5. To provide at no cost to the PROJECT, oversight of the PROJECT, to provide prompt reviews and

1       approvals, as appropriate, of submittals by COUNTY, and to cooperate in timely processing of the  
2       PROJECT.

- 3       6. To provide at no cost to the PROJECT, a representative to coordinate and assist the COUNTY's Resident  
4       Engineer during the construction of the PROJECT and to verify facilities are constructed as required by  
5       this Agreement.

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

- 7       1. COUNTY and WILDOMAR acknowledge and agree that any funding shortfall for the completion of the  
8       PROJECT WILDOMAR Improvements will be the sole responsibility of WILDOMAR. Nothing in this  
9       Agreement is intended to commit the COUNTY to funding any portion of the WILDOMAR Improvements  
10      of PROJECT, or shall be construed as obligating the COUNTY to provide replacement funding for any  
11      anticipated funding or to continue with the PROJECT, if funds are no longer available. In the event that  
12      adequate funds are not available to move forward or to complete PROJECT, PARTIES agree to meet and  
13      confer and collectively work to identify adequate funding for PROJECT.
- 14      2. The total cost to WILDOMAR to complete construction, including construction survey, inspection and  
15      materials testing is estimated to be \$63,000 as detailed in Exhibit "B".
- 16      3. COUNTY shall not be obligated to commence the WILDOMAR Improvement portions of the PROJECT  
17      until after receipt of WILDOMAR deposit as required in Section 2.
- 18      4. Construction by COUNTY of WILDOMAR Improvement portions of the PROJECT shall not be  
19      commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work  
20      has been issued by WILDOMAR.
- 21      5. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
22      PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
23      Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
24      and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to  
25      each policy shall be required which name WILDOMAR, its officers, agents and employees, as additionally  
26      insured. COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation  
27      Insurance. COUNTY shall cause COUNTY's contractor to provide Certificates of Insurance and  
28      Additional Insured Endorsements which meet the requirements of this section to WILDOMAR prior to the  
29      start of construction.

*Grand Avenue Resurfacing Improvements*

- 1       6. Ownership and title to all materials, equipment, and appurtenances installed as part of this Agreement will  
2           be automatically vested with the jurisdiction in which the improvements reside and no further agreement  
3           will be necessary to transfer ownership.
- 4       7. WILDOMAR shall be responsible for the maintenance of the WILDOMAR Improvements provided by  
5           PROJECT except as specified in this Agreement or future agreements.
- 6       8. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed  
7           by all parties and no oral understanding or agreement not incorporated herein shall be binding on each  
8           party hereto.
- 9       9. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability  
10          occurring by reason of anything done or omitted to be done by WILDOMAR under or in connection with  
11          any work, authority or jurisdiction delegated to WILDOMAR under this Agreement. It is further agreed  
12          that pursuant to Government Code Section 895.4, WILDOMAR shall fully indemnify and hold COUNTY  
13          harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring  
14          by reason of anything done or omitted to be done by WILDOMAR under or in connection with any work,  
15          authority or jurisdiction delegated to WILDOMAR under this Agreement.
- 16      10. Neither WILDOMAR nor any officer or employee thereof shall be responsible for any damage or liability  
17          occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any  
18          work, authority or jurisdiction delegated to COUNTY under this Agreement. It is further agreed that  
19          pursuant to Government Code Section 895.4, COUNTY shall fully indemnify and hold WILDOMAR  
20          harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring  
21          by reason of anything done or omitted to be done by COUNTY under or in connection with any work,  
22          authority or jurisdiction delegated to COUNTY under this Agreement.
- 23      11. In the event that WILDOMAR defaults in the performance of any of its obligations under this Agreement  
24          or materially breaches any of the provisions of this Agreement, the COUNTY shall have the option to  
25          terminate this Agreement upon 90 days written notice to WILDOMAR.
- 26      12. WILDOMAR and COUNTY shall retain or cause to be retained for audit, all records and accounts relating  
27          to PROJECT for a period of minimum three (3) years from the date of Notice of Completion of the  
28          PROJECT.



**Grand Avenue Resurfacing Improvements**

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

COUNTY:	WILDOMAR:
Riverside County Transportation Department	City of Wildomar
Attn: Patty Romo,	Attn: Dan York,
Assistant Director of Transportation	Public Works Director
4080 Lemon Street, 8th Floor	23873 Clinton Keith Rd, Suite 201
Riverside, CA 92501	Wildomar, CA 92595
Phone: (951) 955-6740	Phone: (951) 677-7751

APPROVALS

COUNTY Approvals


RECOMMENDED FOR APPROVAL:

 Dated: 4/1/15

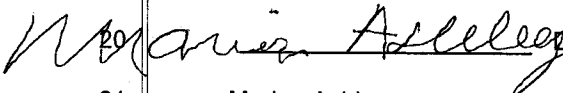
JUAN C. PEREZ  
Director of Transportation and Land Management

APPROVED AS TO FORM:

COUNTY COUNSEL

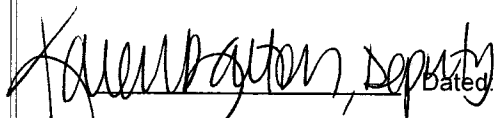
 Dated: 4/8/15  
*(Deputy for)*  
GREGORY P. PRIAMOS

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: APR 28 2015

Marion Ashley  
Chairman, Riverside County Board of Supervisors

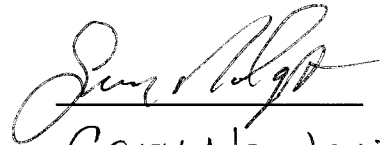
ATTEST:

 Dated: APR 28 2015

KECIA HARPER-IHEM  
Clerk of the Board (SEAL)

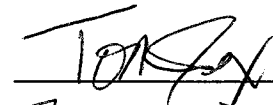
CITY OF WILDOMAR Approvals

APPROVED BY:

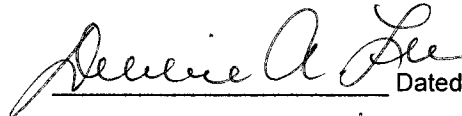
 Dated: 03/12/15

Gary Nordquist  
City Manager

APPROVED AS TO FORM:


 Dated: \_\_\_\_\_  
Thomas D. Jee  
City Attorney

ATTEST:

 Dated: 3/12/15

Debbie A. Lee  
City Clerk

APPROVED BY THE CITY COUNCIL:

 Dated: 3/12/15

Ben Benoit  
Mayor, City of Wildomar

**EXHIBIT A**  
**VICINITY/PROJECT MAP**

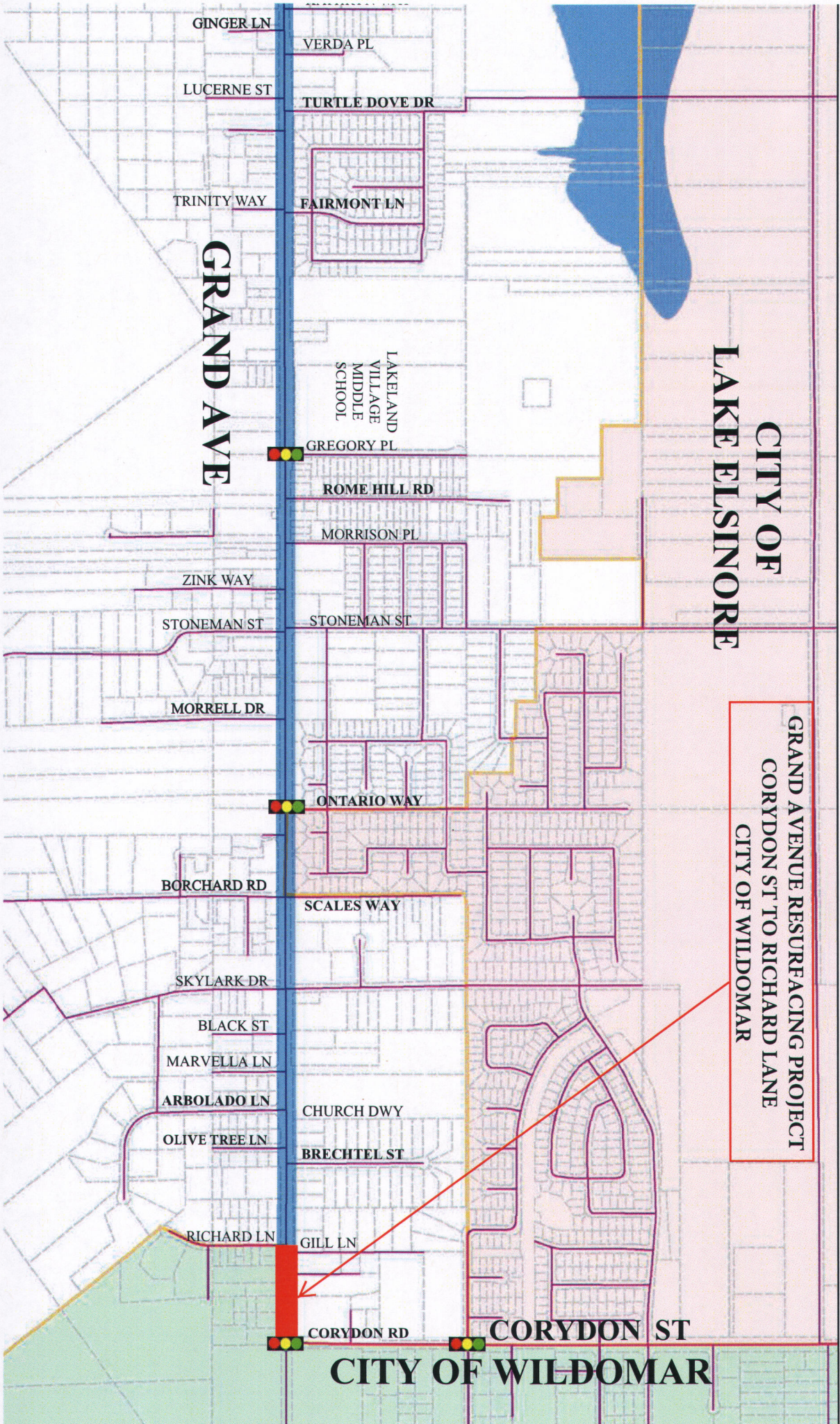
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**EXHIBIT A**  
**GRAND AVENUE RESURFACING PROJECT**  
**CORYDON ST TO RICHARD LANE**  
**CITY OF WILDOMAR**

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



**GRAND AVE**

**CITY OF LAKE ELSINORE**

**GRAND AVENUE RESURFACING PROJECT  
CORYDON ST TO RICHARD LANE  
CITY OF WILDOMAR**

**CITY OF WILDOMAR**

EXHIBIT B  
PROJECT BUDGET

ESTIMATED COSTS:

TASK	COSTS
Construction	\$53,000
Construction contingency (5%)	\$2,000
Construction Engineering & Inspection (11%)	\$6,000
Construction Survey (4%)	\$2,000
<b>TOTAL COST</b>	<b>\$63,000</b>