

COOPERATIVE AGREEMENT

Pavement Rehabilitation Program – Citywide Butterfield Stage Road and Pauba Road

This Cooperative Agreement (AGREEMENT) is entered into this 28th day of September, 2021, by and between the County of Riverside (COUNTY) and the City of Temecula (CITY) for the development and implementation of certain roadway improvements on Butterfield Stage Road located within the jurisdictional boundaries of the COUNTY. COUNTY and CITY are sometimes hereinafter referred to individually as “PARTY” and collectively as “PARTIES”.

RECITALS

- A. The CITY is proposing pavement rehabilitation of Butterfield Stage Road from approximately 230 feet south of Rancho California Road to approximately 405 feet south of DePortola Road and of Pauba Road from Margarita Road to Butterfield Stage Road, hereinafter called “PROJECT.” See Exhibit A.
- B. The PROJECT limits include portions of Butterfield Stage Road within the jurisdictional boundaries of COUNTY, hereinafter referred to as “COUNTY PORTION”.
- C. The COUNTY PORTION is approximately 151,000 square feet in area, generally described as the easterly side of Butterfield Stage Road between Pauba Road and the northerly PROJECT limit, as shown on Exhibit B.
- D. The PROJECT generally consists of grinding 2 to 3 inches of the existing asphalt pavement and replacing it with new asphalt concrete. The PROJECT will also include restriping of the roadways, replacement of pavement markings, replacement of vehicle detector loops, replacement of existing pedestrian ramps with new pedestrian ramps that comply with current ADA standards, as well as traffic control and water quality compliance during construction.

- E. The COUNTY can benefit from cost savings associated with a larger improvement project which includes the COUNTY PORTION.
- F. COUNTY desires CITY to include the COUNTY PORTION as part of the PROJECT.
- G. CITY and COUNTY desire to define herein terms and conditions under which said PROJECT is to be administered, engineered, coordinated, and constructed.

AGREEMENT

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

SECTION 1 CITY AGREES:

1. To provide the administrative, technical, managerial, and support services necessary for the implementation of the PROJECT, including the COUNTY PORTION.
2. To act as the lead agency on behalf of the COUNTY for the overall implementation of the PROJECT. The CITY is providing services on a reimbursable basis and has no obligation to fund any portion of the COUNTY PORTION. Nothing in the Agreement is intended to commit the CITY to provide replacement funding for or to continue with the PROJECT, if funds are not available.
3. CITY has prepared detailed Plans, Specifications & Estimate (PS&E) documents for the PROJECT and are available for the COUNTY for review and approval. Final plans for improvements are prepared to CITY standards, and signed by a Civil Engineer registered in the State of California. CITY shall not begin construction within COUNTY until COUNTY has approved the COUNTY PORTION of the PS&E documents.
4. To act as the Lead Agency under the California Environmental Quality Act (CEQA) for the PROJECT.
5. To direct CITY's contractor to identify any existing surface utility facilities within the limits of the PROJECT and to protect the facilities as detailed in the construction contract documents.

6. To make a written application to COUNTY for an encroachment permit authorizing entry in to COUNTY right of way for the purposes of constructing PROJECT.
7. To advertise, award and administer a public works contract for the construction of the PROJECT, including COUNTY PORTION, 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, and California Public Contract Code, and in accordance with the encroachment permits issued by COUNTY.
8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys, soils and compaction tests, measurement and computation of quantities, testing of construction materials, checking submittals, preparation of estimates and reports, preparation of as-built drawings, and other inspection and staff services necessary to assure that the construction is performed in accordance with the construction contract documents.
10. To submit any contract change order that causes the construction contract to exceed ten percent (10%) of the contract bid amount for COUNTY PORTION improvements to COUNTY for review and approval prior to final authorization by CITY. If any contract change order causes the construction contract to change by less than ten percent (10%) of the bid amount for the COUNTY PORTION, CITY is authorized by COUNTY approval of this Agreement to move forward with such change.
11. To furnish COUNTY a final reconciliation of project expenses within ninety (90) days following the completion and acceptance of the PROJECT construction contract. If final costs associated with the COUNTY PORTION are in excess of the deposit provided in Section 2, CITY shall include a final bill with the financial reconciliation. If final costs associated with the COUNTY PORTION are less than the deposit

provided in Section 2, CITY shall include a reimbursement for the difference with the financial reconciliation.

SECTION 2 COUNTY AGREES:

1. To fund one hundred percent (100%) of the cost of the COUNTY PORTION, as shown in Exhibit C. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit C, COUNTY will in good faith amend this Agreement to include any such costs under this Agreement.
2. To deposit with CITY, prior to CITY start work and upon written request by CITY, two hundred twenty-seven thousand three hundred thirty-seven dollars (\$227,337) (the "DEPOSIT"), which represents one hundred percent (100%) of the estimated costs to complete construction, including 10% contingency, for COUNTY PORTION, as provided as Exhibit C.
3. Issue, at no cost to CITY or its contractor, upon proper application by CITY or CITY's contractor, an encroachment permit authorizing entry onto COUNTY right of way to complete construction, including traffic control, construction survey, inspection and materials testing for the PROJECT.
4. To provide at no cost to the CITY, oversight of the COUNTY PORTION, to provide prompt reviews and approvals, as appropriate, of submittals by CITY, and to cooperate in timely processing of the PROJECT.

SECTION 3 IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY and COUNTY acknowledge and agree that any funding shortfall for the completion of the COUNTY PORTION will be the sole responsibility of COUNTY. Nothing in the Agreement is intended to commit the CITY to funding any portion of the COUNTY PORTION, or shall be construed as obligating the CITY to provide replacement funding for any anticipated funding or to continue with the COUNTY PORTION if funds are no longer available. In the event that adequate funds are not available to move forward or to completed the COUNY PORTION, PARTIES agree

to meet and confer and collectively work to identify adequate funding for COUNTY PORTION.

2. The total cost to COUNTY to complete construction, including 10% contingency, for COUNTY PORTION is estimated to be two hundred twenty-seven thousand three hundred thirty-seven dollars (\$227,337) as detailed in Exhibit C.
3. CITY shall not be obligated to commence the COUNTY PORTION until after receipt of COUNTY's DEPOSIT as required in Section 2.
4. Construction by CITY of improvements for COUNTY PORTION shall not be commenced until an Encroachment Permit to CITY or CITY's contractor, authorizing such work, has been issued by COUNTY.
5. CITY shall cause CITY's contractor to maintain in force, until completion and acceptance of the PROJECT, 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 COUNTY, its officers, agents and employees, as additionally insured. CITY shall also require CITY's contractor to maintain Worker's Compensation Insurance. CITY shall cause CITY's contractor to provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of this section to COUNTY 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. COUNTY shall be responsible for the maintenance of the improvements provided by PROJECT, identified as COUNTY PORTION.

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 CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of 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 any act or omission of COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement.
10. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of any act or omission of 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 any act or omission of CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
11. In the event that COUNTY defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, the CITY shall have the option to terminate this Agreement upon ninety (90) days written notice to COUNTY.
12. COUNTY and CITY 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.

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:	CITY:
Riverside County Transportation Department	City of Temecula
Attn: Mark Lancaster	Attn: Patrick Thomas
Director of Transportation	Director of Public Works
4800 Lemon Street, 8 th Floor	41000 Main Street
Riverside, CA 92501	Temecula, CA 92590
Phone: (951) 955-6740	Phone: (951) 506-5163

APPROVALS

COUNTY Approvals

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 7-8-21

MARK LANCASTER

Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

By K. Bell Valdez Dated: 7/8/21
Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Karen S. Spiegel Dated: JUL 27 2021
KAREN SPIEGEL

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:

Kecia R Harper Dated: JUL 27 2021
KECIA R HARPER

Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

_____ Dated: _____

AARON ADAMS

PRINTED NAME

CITY Manager

APPROVED AS TO FORM:

_____ Dated: _____

PETE M. THORSON

PRINTED NAME

CITY Attorney

ATTEST:

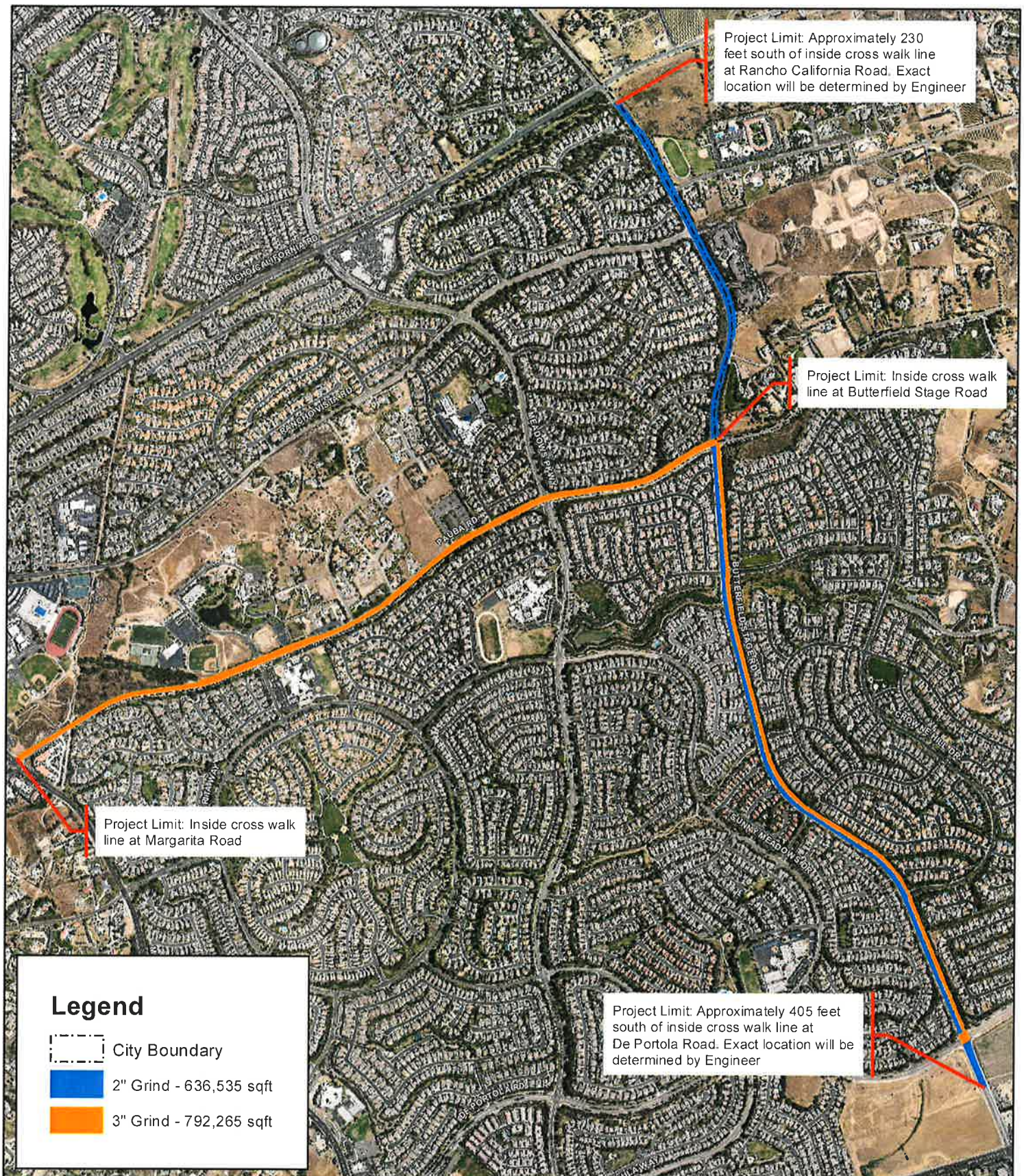
_____ Dated: _____

RANDI JOHL

PRINTED NAME



Pavement Rehabilitation Program - Citywide Butterfield Stage Road Exhibit A



The map PavementRehabProgram.mxd is maintained by City of Temecula GIS. Data and information represented on this map are subject to update and modification. The City of Temecula assumes no warranty or legal responsibility for the information contained on this map. This map is not for reprint or resale. Visit the City of Temecula GIS online at <https://temeculaca.gov/gis>

0 500 1,000 Feet

Updated 10/29/2020



Pavement Rehabilitation Program - Citywide
Butterfield Stage Road
Exhibit B - County Portion



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0 250 500 Feet

Updated 11/04/2020

EXHIBIT C
ESTIMATE

				ENGR EST TOTAL PROJECT (INCL COUNTY PORTION)		ENGR EST COUNTY PORTION ONLY	
Item No.	Item Description	Unit Cost	Unit Price	Est Quant.	Total Amount	Est Quant.	Total Amount
1	Mobilization / Demobilization	LS	\$125,000	1	\$125,000	0	0
2	Clearing and Grubbing	LS	\$20,000	1	\$20,000	0	0
3	National Pollution Discharge Elimination System Compliance	LS	\$20,000	1	\$20,000	0	0
4	Traffic Control	LS	\$275,000	1	\$275,000	0	0
5	Engineering/Construction Survey and Grade Control	LS	\$35,000	1	\$35,000	0	0
6a	Cold Mill Existing AC Pavement (2" thickness)	SF	\$0.32	637,000	\$203,840	151,000	\$48,320
6b	Cold Mill Existing AC Pavement (3" thickness)	SF	\$0.38	793,000	\$301,340	0	0
7	Remove and replace ADA Access Ramps	EA	\$4,500	36	\$162,000	3	\$13,500
8a	Asphalt Concrete Pavement (2")	TON	\$76	8,000	\$608,000	1,900	\$144,400
8b	Asphalt Concrete Pavement (3")	TON	\$76	15,000	\$1,140,000	0	0
9	Remove and replace A.C. Dike	LF	\$15	2,220	\$33,300	30	\$450
10	Adjust Existing Valve Covers to Grade	EA	\$100	94	\$9,400	0	0
11	Adjust Existing Manhole Covers to Grade	EA	\$1,000	47	\$47,000	0	0
12	Install Traffic Signal Loop Detectors	EA	\$500	142	\$71,000	0	0
13	Video Detection for Signals	LS	\$352,000	1	\$352,000	0	0

EXHIBIT C
ESTIMATE

				ENGR EST TOTAL PROJECT (INCL COUNTY PORTION)		ENGR EST COUNTY PORTION ONLY	
14	Striping and Pavement Markers	LS	\$200,000	1	\$200,000	0	0
SUBTOTAL				\$3,549,280		\$206,670	
CONTINGENCY (10%)				\$354,928		\$20,667	
TOTAL				\$3,904,208		\$227,337	