

FORM APPROVED COUNTY COUNSEL
BY: Gregory P. Priamos DATE: 4/25/16

Departmental Concurrence

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

523A



FROM: TLMA – Transportation Department

SUBMITTAL DATE:
April 14, 2016

SUBJECT: Approval of the Cooperative Agreement between the County of Riverside and the City of Temecula for the Pavement Widening on Rancho California Road. 3rd District; [\$123,200]; Local Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the Pavement Widening on Rancho California Road is exempt from the California Environmental Quality Act (CEQA) pursuant to State Guidelines Section 15061(b)(3) (review for exemption); and
2. Approve the Cooperative Agreement between the County of Riverside (County) and the City of Temecula for the Pavement Widening on Rancho California Road; and
3. Authorize the Chairman of the Board to execute the same.

Patricia Romo
Assistant Director of Transportation

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
COST	\$ 20,000	\$ 103,200	\$ 123,200	\$ 0	Consent ☐ Policy ☒
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Gas Tax (HUTA) (100%) There are no General Funds used in this project.				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: 3 Agenda Number: _____

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

FORM 11: Approval of the Cooperative Agreement between the County of Riverside and the City of Temecula for the Pavement Widening on Rancho California Road. 3rd District; [\$123,200]; Local Funds 100%

DATE: April 14, 2016

PAGE: 2 of 2

BACKGROUND:

Summary

The City of Temecula (City) is planning to construct street improvements along Rancho California Road and Butterfield Stage Road, including traffic signal modifications at the intersection of these two roads in the Wine Country area. A portion of the work on Rancho California Road is within the unincorporated County area.

The project includes improvements to the intersection of Butterfield Stage Road and Rancho California Road, which include right and left turn pockets, traffic signal modifications and the addition of a westbound lane on Rancho California Road easterly of Butterfield Stage Road for about 580 feet. The County desires the City to extend the limits of the additional westbound lane on Rancho California Road by an additional 520 feet to Avenida Biona. This additional widening to accommodate two westbound lanes is needed due to the increased traffic and is expected to reduce traffic delays for residents and visitors of the area.

Rancho California Road in the vicinity of the intersection of Butterfield Stage Road is experiencing traffic congestion and delays. Increasing the vehicle stacking length on the westbound approach to this intersection will significantly help to reduce those traffic delays.

Under this Cooperative Agreement, the City will be the lead agency for the design and construction of the additional widening improvements on Rancho California Road and the County will reimburse the City for the costs associated with those improvements.

In accordance with CEQA Guidelines Section 15061(b)(3), the agreement between the County and the City of Temecula does not have the potential for causing a significant effect on the environment. The agreement for the proposed pavement widening of Rancho California Road merely provides the funding, respective lead agency designations, and rights and responsibilities involving minor road improvements and alterations to existing road facilities where negligible expansion of an existing use will occur. As a result, there is no possibility that the agreement will have a significant effect on the environment.

Project Number: C6-0082

Impact on Residents and Businesses

The proposed public facilities will substantially help to reduce traffic delays on Rancho California Road. Combining the City's and County's projects would promote construction efficiencies and help minimize the inconvenience to the traveling public.

SUPPLEMENTAL:

Additional Fiscal Information

There are no County General Funds used in this project.

The proposed additional widening is expected to be \$123,000 and will be paid with Gas Tax funds.

ATTACHMENTS:

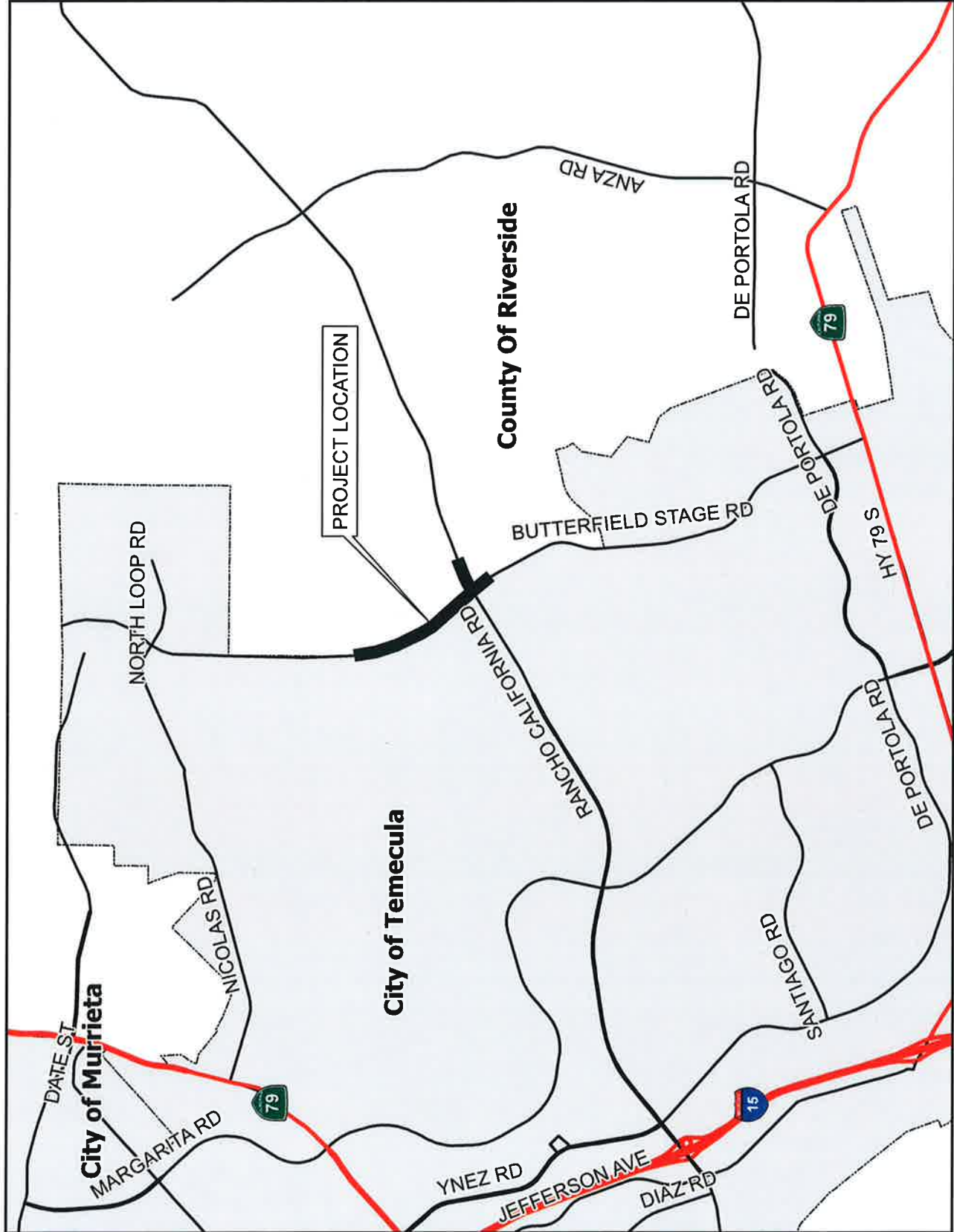
- Vicinity/Boundary Map
- Cooperative Agreement
- Notice of Exemption

RANCHO CALIFORNIA ROAD WIDENING PROJECT

Location Map



Disclaimer: Maps and data are to be used for reference purposes only. While the County of Riverside makes every effort to ensure the accuracy of the information presented on this map, it does not warrant the accuracy or completeness of the information presented on this map. Any use of this information is at the user's discretion and the user assumes all responsibility for its use.



COOPERATIVE AGREEMENT

Rancho California Road Widening

This Cooperative Agreement (AGREEMENT) is entered into by and between the County of Riverside (COUNTY) and the City of Temecula (CITY) for the development and implementation of certain roadway improvements on Rancho California 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. Pursuant to the Amended and Restated Acquisition Agreement for Roripaugh Ranch Community Facilities District (CFD) No. 03-02, the CITY shall construct Butterfield Stage Road (BSR) Phase III improvements, hereinafter called "PROJECT." The CITY will construct the PROJECT in accordance with the Joint Community Facilities Agreement ("JCFA") dated January 4, 2005 between the CITY and COUNTY due to the fact that the west half of Butterfield Stage Road is within the CITY and the east half is within the COUNTY in an unincorporated Wine Country area of Riverside County. A vicinity map is attached as Exhibit "A".

B. The PROJECT includes constructing Butterfield Stage Road from the terminus of BSR Phase II (i.e., approximately 1,000 feet south of La Serena) to Rancho California Road and traffic signal modifications/improvements at Butterfield Stage Road and Rancho California Road to include transitioning road work and signage and striping at BSR south of Rancho California Road and at Rancho California Road east of BSR in COUNTY.

C. COUNTY now desires CITY to extend the proposed pavement widening of the PROJECT by approximately 500 linear feet of variable width paving along the westbound traffic side of Rancho California Road approaching Butterfield Stage Road. The purpose of this

additional paving is to increase the vehicle stacking length on the westbound approach to the intersection at Butterfield Stage Road by about 520 linear feet between Armada Place and Avenida Biona (existing driveway to Hart Winery) (the "WIDENING"). Combining the two projects would promote construction efficiencies and cost savings and minimize the inconvenience to the traveling public.

D. CITY is willing to add the WIDENING work to the PROJECT as an alternate bid item to the PROJECT's construction bid package, provided it does not delay the CITY's bid schedule for the PROJECT.

E. COUNTY will reimburse CITY for the actual costs associated with the WIDENING work, including, but not limited to administrative, design and construction costs under the terms of this AGREEMENT and in the amount provided in Table III-1, herein.

F. The purpose of this AGREEMENT is to memorialize the mutual understandings by and between the PARTIES with respect to the design and construction of the WIDENING work and the COUNTY's financial responsibility for the WIDENING work.

TERMS

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

SECTION 1

CITY shall:

1. Prepare the necessary alternate bid item documents for the WIDENING work for inclusion into the PROJECT bid package, based on a concept plan supplied by COUNTY, provided the addition of the WIDENING plans do not delay the CITY's bid schedule for the PROJECT.

2. Coordinate with and obtain concurrence from COUNTY on the final alternate bid item plans for the WIDENING work.

3. Provide COUNTY with written notice that CITY has awarded a public works construction contract for the PROJECT, which includes the WIDENING work, as long as the bid amount does not exceed the amount provided in Table III-1 herein. The written notice to COUNTY shall include the Contractor's actual bid amounts for the WIDENING, setting forth herein the original bid amount.

4. Notify COUNTY at least ten (10) working days prior to conducting the pre-construction meeting, if applicable.

5. Invoice COUNTY (attn.: Alan French) for the actual costs associated with the WIDENING work, including, but not limited to administrative, design and construction costs on a monthly basis.

6. Furnish all construction inspection, survey and materials testing services necessary to construct the WIDENING work.

7. Keep an accurate accounting of all design and construction costs for the WIDENING work. The final accounting of construction costs shall include a detailed breakdown of all costs, including but not limited to payment vouchers, COUNTY approved change orders and other such construction contract documents as may be necessary to establish the COUNTY's actual cost for the WIDENING work.

8. Adhere to the JCFA requirements as it relates to work associated with the WIDENING work (i.e., liability insurance coverage, construction standards, inspection requirements, Cal/OSHA safety regulations, pre-construction meeting, construction schedule, etc.).

9. Require CITY's prime construction contractor(s) to include COUNTY as additional insureds under the liability insurance coverage for work performed within COUNTY jurisdiction, and also require its construction contractor(s) to include COUNTY as a third party beneficiary of any and all warranties of the contractor's work with regard to work performed within COUNTY jurisdiction.

10. Not permit any change to, or modification of, the approved WIDENING plans without the prior written permission and consent of COUNTY.

11. Within two (2) weeks of completing the construction work associated with the WIDENING, provide COUNTY with written notice that said work is substantially complete and requesting that COUNTY conduct a final inspection of the WIDENING work.

12. Upon CITY's acceptance of the PROJECT construction as complete, provide COUNTY with a copy of the CITY's Notice of Completion and a reproducible copy of "As-Built" record drawing plans for the work within COUNTY jurisdiction.

13. Ensure that Contractor accepts ownership and sole responsibility for the operation and maintenance of work associated with the WIDENING work until such time as COUNTY accepts ownership and responsibility for operation and maintenance of the WIDENING work.

SECTION II

COUNTY shall:

1. Provide CITY a concept plan of the proposed WIDENING to be used by the CITY in preparing the necessary alternate bid documents for inclusion into the PROJECT bid package.

2. As the Responsible Agency, prepare a notice of exemption from California Environmental Quality Act ("CEQA") for the WIDENING work.

3. Warrant and represent to CITY that all proposed WIDENING work is within the existing road right of way of the COUNTY.

4. Pay within 45 calendar days of receipt all invoices submitted by CITY for actual costs and expenses incurred by CITY in administering the construction contract for the WIDENING work.

5. Issue, at no cost to CITY or its contractor(s), upon proper application by the CITY or CITY's contractor(s), an encroachment permit to construct the facilities associated with the WIDENING work within COUNTY rights of way.

6. Inspect the construction of the work associated with the WIDENING and provide any comments to CITY personnel, who shall be solely responsible for all quality control communications with CITY'S contractor(s) during the construction of said work.

7. Review any construction change order submittals applicable to the WIDENING work. COUNTY will notify CITY within seven (7) calendar days following receipt of such submittals regarding COUNTY's approval or disapproval of such change orders. COUNTY shall not unreasonably disapprove construction change orders.

8. Upon receipt of CITY's written notice that the work associated with the WIDENING is substantially complete as set forth in Section I herein, conduct a final inspection of the WIDENING work.

9. Upon COUNTY's determination that the WIDENING is satisfactorily complete, provide CITY with a written Notice of Final Acceptance.

10. Accept ownership and sole responsibility for the operation and maintenance of the WIDENING upon receipt of CITY's written Notice of Completion and a reproducible copy of "As-Built" record drawing plans for the WIDENING.

SECTION III

It is further mutually agreed:

1. The cost estimate for the WIDENING work is as follows in Table III-1:

TABLE III-1
WIDENING Cost Estimate

Item	Cost Estimate
Admin, Design and Construction Support	\$13,000
Construction	\$99,000
Contingency (10%)	\$11,200
Total WIDENING Cost	\$123,200

2. Should unforeseen circumstances arise, which result in an increase of the WIDENING costs above the estimated amount stated in Table III-1, upon mutual agreement and approval by both PARTIES as being necessary for the completion of the WIDENING work, COUNTY shall be responsible for said additional WIDENING costs.

3. Ownership and title to all materials, equipment and appurtenances installed and accepted by the COUNTY for the WIDENING shall be vested with and the responsibility of the COUNTY.

4. Utility relocations are not anticipated to be needed for the construction of the WIDENING work. However, in the event any unforeseen existing public and/or private utility facilities conflict with the WIDENING, the COUNTY, in consultation with CITY, shall make all necessary arrangements with owners of such facilities for their protection, relocation, or removal, provided the additional utilities work does not adversely impact the PROJECT's construction schedule or if costs for the additional utilities work make the WIDENING infeasible at this time.

5. If applicable, COUNTY shall order the relocation of all utilities installed by permit or franchise within COUNTY rights of way, which conflict with the construction of the WIDENING and which must be relocated at the utility owner's expense. Furthermore, if applicable, COUNTY shall require the utility owner and/or utility owner's contractors performing the relocation work within COUNTY's right of way to obtain a COUNTY

encroachment permit prior to the performance of said relocation work. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities for the WIDENING work shall be included in the WIDENING costs and borne by the COUNTY, if applicable.

6. Except as otherwise provided herein, all construction work involved with the WIDENING shall be inspected by the CITY, and shall not be deemed complete until approved and accepted as complete by CITY.

7. Each PARTY, as to any claim or liability arising out of any act or omission with reference to any work to be performed by or authority delegated to such PARTY as a result of this AGREEMENT, shall save, defend, indemnify and hold harmless the other PARTY and its officers, elected officials, employees and agents from all liability for death or injury to person, or damage to property, or claim therefor. This section shall survive any termination of this AGREEMENT.

8. In the event of any arbitration, action or suit brought by either PARTY against the other PARTY by reason of any breach on the part of the other PARTY or any of the covenants and agreements set forth in this AGREEMENT, or any other dispute between the PARTIES concerning this AGREEMENT, the prevailing PARTY in any such action or dispute, by a final judgment or arbitration award, shall be entitled to have and recover from the other PARTY all costs and expenses or claims, including but not limited to, attorney's fees and expert witness fees. This section shall survive any termination of this AGREEMENT.

9. This AGREEMENT is made and entered into for the sole protection and benefit of the PARTIES hereto. No other person or entity shall have any right or action based upon the provisions of this AGREEMENT.

10. The PARTIES hereto each pledge to cooperate in regard to the operation and maintenance of their respective facilities as set forth herein and to discharge their respective

maintenance responsibilities in an expeditious fashion so as to avoid the creation of any nuisance condition or undue maintenance impact upon the others' facilities.

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

CITY OF TEMECULA
41000 Main Street
Temecula, CA 92590
Attn: Tom Garcia, City Engineer

COUNTY OF RIVERSIDE
4080 Lemon Street, 8th Floor
Riverside, CA 92501
Attn: Transportation Department

12. 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.

13. This AGREEMENT is to be construed in accordance with the laws of the State of California.

14. The PARTIES hereto shall not assign this AGREEMENT without the written consent of the other PARTIES.

15. Any action at law or in equity brought by any of the PARTIES hereto for the purpose of enforcing a right or rights provided by this AGREEMENT shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the PARTIES hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

16. This AGREEMENT is the result of negotiations between the PARTIES hereto, and the advice and assistance of their respective counsel. The fact that this AGREEMENT was prepared as a matter of convenience by either PARTY shall have no import or significance. Any uncertainty or ambiguity in this AGREEMENT shall not be construed against the PARTY that prepared it in its final form.

17. Any waiver by either PARTY or any breach by any other party of any provision of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of either PARTY to require from any other party exact, full and complete compliance with any of the provisions of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or estopping the PARTIES from enforcing this AGREEMENT.

18. This AGREEMENT is intended by the PARTIES as a final recognition of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral and written, in connection therewith. This AGREEMENT may be changed or modified only upon the written consent of the PARTIES hereto.

19. 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.

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IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on

Date

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By 
JUAN C. PEREZ
Director of Transportation and
Lapointe
Assistant Director of Transportation

APPROVAL:

By _____
JOHN J. BENOIT, Chairman
County of Riverside Board of Supervisors

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By  4/20/16
Deputy

By _____
Deputy

(SEAL)

CITY OF TEMECULA

RECOMMENDED FOR APPROVAL:

By _____
TOM GARCIA
Public Works Director/City Engineer

APPROVED AS TO FORM:

By _____
PETER THORSON
City Attorney

APPROVAL:

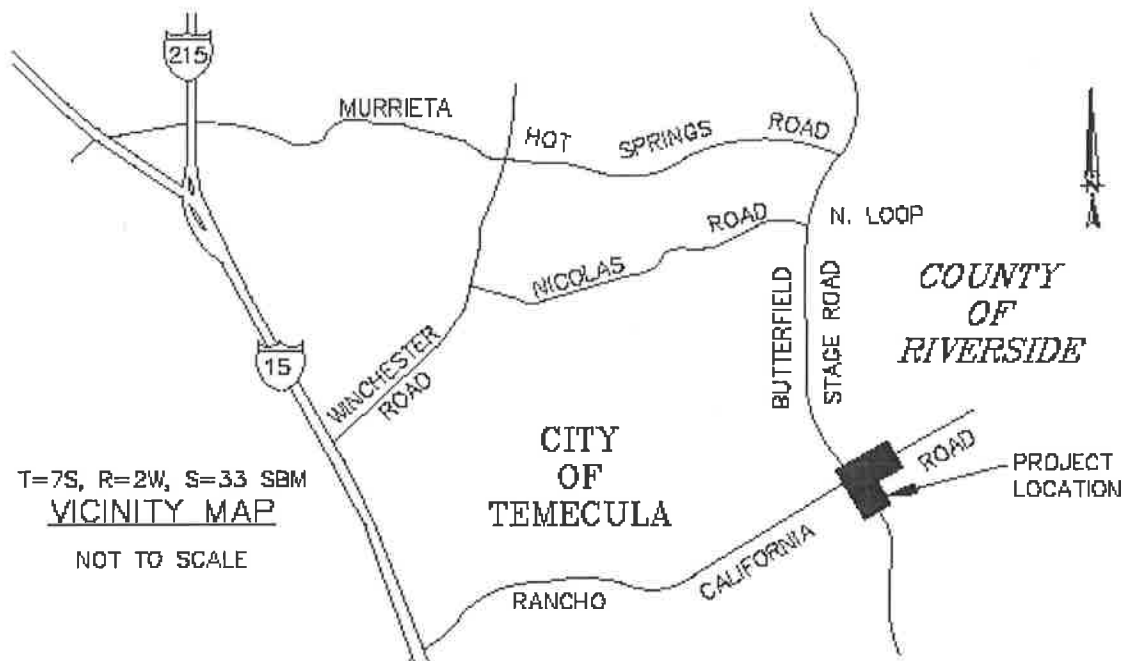
By _____
MICHAEL S. NAGGAR
Mayor

ATTEST:

By _____
RANDI JOHL-OLSON, JD, MMC
City Clerk

(SEAL)

Exhibit A





COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez, P.E., T.E.
Director of Transportation

Transportation Department

NOTICE OF EXEMPTION

March 21, 2016

PROJECT TITLE: Agreement for Pavement Widening on Rancho California Road

PROJECT SPONSOR: Riverside County Transportation Department

PROJECT LOCATION: Located in Western Riverside County, Rancho California Community

SUPERVISORIAL DISTRICT: Third

PROJECT DESCRIPTION: The City of Temecula is planning to construct street improvements along Rancho California Road and Butterfield Stage Road, including traffic signal modifications at the intersection of these two roads in the Wine Country area. The centerline of Butterfield Stage Road is the City/County line, with the City of Temecula on the west side and the unincorporated County to the east.

The County has been working with the City of Temecula to extend the proposed widening of the City's project by approximately 500 linear feet of variable width paving along the westbound traffic side of Rancho California Road approaching Butterfield Stage Road. This additional paving is designed to increase the vehicle stacking length by extending the proposed second lane on the westbound approach to the intersection at Butterfield Stage Road by about 520 linear feet between Armada Place and Avenida Biona.

Rancho California Road in the vicinity of the intersection of Butterfield Stage Road is experiencing tremendous traffic congestion and delays. Increasing the vehicle stacking length on the westbound approach to this intersection will significantly help to reduce those traffic delays.

Combining the County's proposed pavement widening with the City's project would promote construction efficiencies and cost savings and help minimize the inconvenience to the traveling public as compared to having two separate projects being constructed at two different times.

Under this Cooperative Agreement, the City will be the lead agency for the design and construction of the additional widening improvements on Rancho California Road and the County will reimburse the City for the costs associated with those improvements.

REASONS WHY PROJECT IS EXEMPT: In accordance with CEQA Guidelines Section 15061 (b) (3), the agreement between the County of Riverside, and the City of Temecula does not have the potential for causing a significant effect on the environment. The agreement for the proposed pavement widening of Rancho California Road merely provides the funding, respective lead agency designations, and rights and responsibilities involving minor road improvements and alterations to existing road facilities where negligible expansion of an existing use will occur. As a result, there is no possibility that the agreement will have a significant effect on the environment.

Signed: Russell Williams
Russell Williams, Environmental Division Manager