

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

685A



FROM: TLMA - Transportation Department

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Agreement between Riverside County and City of Perris for Roadway Improvements on Interstate 215 at Ramona Expressway/ Cajalco Expressway Interchange.

RECOMMENDED MOTION: That the Board approve and execute the attached Agreement between Riverside County and the City of Perris.

BACKGROUND:

The Ramona/ Cajalco Expressway Interchange is a gateway into the unincorporated Mead Valley area of the County and the City of Perris. Significant growth in the area has increased traffic beyond the capacity of the interchange which is now heavily congested during the peak hours of operation. The proposed improvements to the interchange will increase traffic

Juan C. Perez
Director of Transportation

(Continued On Attached Page)

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 1,000,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2011/2012
SOURCE OF FUNDS: City of Perris (100%) There are no General Funds used in this projects.				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
BY:
MARSHAL VICTOR
DATE: 8/4/11

Departmental Concurrence

Dept't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref. 04/26/11, Item 3.46 | District: 1,5 | Agenda Number:

3.99

The Honorable Board of Supervisors

RE: Agreement between Riverside County and City of Perris for Roadway Improvements on Interstate 215 at Ramona Expressway/ Cajalco Expressway Interchange.

August 4, 2011

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efficiency, and improve public safety within the project area. The improvements include widening the existing bridge, improving the entrance and exit ramps, making modifications to the turn pockets at the ramps, improving both signal lights and also lighting over the bridge and other minor operational improvements.

The attached Agreement between the City of Perris and Riverside County provides \$1,000,000 from the City to the County for the construction of the project. This Agreement has been approved by the City of Perris City Council on July 12, 2011. The County is also committing \$1,000,000 which was previously approved by the Board using RDA funds. The major share of the funding, \$5,500,000 comes from TUMF funds previously approved by an agreement with WRCOG.

Project Number: B8-0691

AGREEMENT BY AND BETWEEN

RIVERSIDE COUNTY

Contract No. 11-08-004
Riverside Co. Transportation

AND

CITY OF PERRIS

FOR ROADWAY IMPROVEMENTS ON

I-215 AT RAMONA EXPRESSWAY

(08-RIV-0215-PM 30.7/31.1 - Caltrans EA 0G9801)

This Agreement entered into this 2nd day of August, 2011, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Perris (hereinafter "CITY") for the provision of certain activities related to Interchange improvements located at the intersection of Ramona Expressway and Interstate 215 located within the jurisdictional boundaries of the COUNTY, CITY and the State of California (hereinafter "STATE").

RECITALS

- A. COUNTY and CITY have determined that there is great need to construct improvements on the I-215/Ramona Expressway Interchange (hereinafter "PROJECT") as shown in Exhibit "A" (Vicinity Map).
- B. CITY is the lead agency for the Project Approvals and Environmental Document (hereinafter "PA&ED") and the Plans, Specification and Estimate (hereinafter "PS&E") phases of the PROJECT.
- C. CITY and COUNTY desire to designate COUNTY as the lead agency to Advertise, Award and Administer (AAA) the construction contract for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial and support services necessary to construct the PROJECT.
- D. On May 17, 2011, COUNTY entered into an agreement with Western Riverside Council of Governments (hereinafter "WRCOG") to program \$5,500,000 in Transportation Uniform Mitigation Fee (hereinafter "TUMF") funds for the Construction phase of the PROJECT.
- E. COUNTY and CITY 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

1 follows:

2 **SECTION 1 • COUNTY AGREES:**

- 3 1. To fund \$1,000,000 of the cost of construction, construction management and construction survey for the
4 PROJECT including but not limited to the cost of advertising, awarding and administering a public works
5 construction contract necessary to construct the PROJECT. The estimated costs for the Construction of the
6 PROJECT are provided in Exhibit "B" attached hereto and incorporated herein. COUNTY agrees that should
7 unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B",
8 COUNTY will in good faith consider an amendment to this agreement to include any such costs under this
9 agreement.
- 10 2. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's
11 right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and
12 COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments
13 into each jurisdictions right-of-way. In the case that any utility companies are determined to have prior rights,
14 the cost of relocating utilities shall be borne by the PROJECT.
- 15 3. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for
16 the purposes of constructing PROJECT.
- 17 4. To advertise, award and administer a public works contract for the construction of PROJECT in accordance
18 with the local Agency Public Construction Code, the California Labor Code, and in accordance with the permit
19 issued by Caltrans.
- 20 5. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT.
21 The Resident Engineer shall be a Licensed Civil Engineer. If the PROJECT plans and specifications are
22 prepared by a private engineering company, the Resident Engineer shall not be an employee of that
23 company. The Resident Engineer shall also be independent of the construction contractor.
- 24 6. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,
25 soils and foundation tests, measurement and computation of quantities, testing of construction materials,
26 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other
27 inspection and staff services necessary to assure that the construction is performed in accordance with the
28 PS&E documents.
- 29 7. To construct PROJECT in accordance with approved PS&E documents.

- 1 8. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as
2 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a
3 certified material tester.
- 4 9. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid
5 amount to CITY for review and approval prior to final authorization by COUNTY.
- 6 10. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and
7 acceptance of the PROJECT construction contract.

8 **SECTION 2 • CITY AGREES:**

- 9 1. To fund \$1,000,000 of the cost of construction, construction management and *construction survey* for the
10 PROJECT including but not limited to the cost of advertising, awarding and administering a public works
11 construction contract necessary to construct the PROJECT. The estimated costs for the Construction of the
12 PROJECT are provided in Exhibit "B" attached hereto and incorporated herein. CITY agrees that should
13 unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B",
14 CITY will in good faith consider an amendment to this agreement to include any such costs under this
15 agreement.
- 16 2. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's
17 contractor, an encroachment permit authorizing entry onto CITY's right of way for the Construction of the
18 PROJECT.
- 19 3. To provide a representative to *coordinate and assist* the COUNTY's Resident Engineer during the
20 construction of PROJECT and to verify facilities are constructed in accordance with the approved PS&E
21 documents as required by this agreement.
- 22 5. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with
23 this agreement.

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

- 25 1. The total cost of PROJECT is estimated to be \$ 7,500,000 as detailed in Exhibit "B".
- 26 2. CITY and COUNTY agree that CITY and COUNTY funding shall be used once all TUMF funding is exhausted
27 or for items not reimbursable by TUMF. CITY and COUNTY funding shall be utilized concurrently and will be
28 split equally.
- 29 3. The costs for Construction Inspection, Survey, Construction Coordination, and Utilities (as described in

1 Exhibit "B") shall be paid on an hourly basis as such costs are incurred.

2 4. If upon opening of bids for construction of PROJECT and if the bids indicate a cost overrun of no more than
3 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the
4 contract.

5 5. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost
6 will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30)
7 calendar days from the date of bid opening, an alternative course of action is not agreed upon, this
8 Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in
9 accordance with the cost shares as set forth in Section I, Article (1); Section II, Article (1); Section II, Article
10 (2).

11 6. Construction by COUNTY of improvements referred to herein which lie within CITY rights of way shall not be
12 commenced until an Encroachment Permit to COUNTY, or COUNTY's contractor, authorizing such work has
13 been issued by CITY.

14 7. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the
15 PROJECT construction contract, a policy of Contractual Liability Insurance, including coverage of Bodily
16 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,
17 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each
18 policy shall be required which name the CITY, its officers, agents and employees as additionally insured.
19 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY
20 shall provide Certificates of Insurance and Additional Insured Endorsements which meet the requirements of
21 this section to CITY prior to the start of construction.

22 8. Ownership and title to all materials, equipment, and appurtenances installed as part of this agreement will
23 automatically be vested with the jurisdiction for which the improvements reside and no further agreement will
24 be necessary to transfer ownership.

25 9. Neither COUNTY or CITY shall be responsible for any maintenance of the roadway improvements provided
26 by PROJECT that are located outside of their respective right of way boundaries. A separate maintenance
27 agreement will be executed between CALTRANS and CITY for the maintenance of the landscaping and
28 aesthetic features.

29 10. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by

1 both parties and no oral understanding or agreement not incorporated herein shall be binding on either party
2 hereto.

3 11. COUNTY and CITY shall retain or cause to be retained for audit for a period of three (3) years from the date
4 of final payment, all records and accounts relating to PROJECT.

5 12. Neither COUNTY nor any officer or employee thereof shall be responsible for any damage or liability
6 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,
7 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to
8 Government Code Section 895.4, CITY shall fully indemnify and hold COUNTY harmless from any liability
9 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or
10 omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY
11 under this Agreement.

12 11. Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by
13 reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or
14 jurisdiction delegated to COUNTY under this Agreement. It is further agreed that pursuant to Government
15 Code Section 895.4, COUNTY shall fully indemnify and hold CITY harmless from any liability imposed for
16 injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be
17 done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under
18 this Agreement.

19 12. This agreement and the exhibits herein contain the entire agreement between the parties, and is intended by
20 the parties to completely state the agreement in full. Any agreement or representation respecting the matters
21 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this agreement, is null
22 and void.

23 13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third
24 parties not parties to this Agreement or affect the legal liability of either party to the Agreement by imposing
25 any standard of care with respect to the maintenance of roads different from the standard of care imposed by
26 law.

27 14. This agreement may be executed in one or more counterparts and when a counterpart shall have been
28 signed by each party hereto, each shall be deemed an original, but all of which constitute one and the same
29 instrument.

APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

Pamela J. Walls Dated: 8/4/11
Deputy
PAMELA J. WALLS

County Counsel

APPROVAL BY THE BOARD OF SUPERVISORS

_____ Dated: _____

PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

_____ Dated: _____

KECIA HARPER-IHEM
Clerk of the Board (SEAL)

CITY Approvals

APPROVED BY:

Daryl R. Busch Dated: _____

Daryl R. Busch

PRINTED NAME
City Mayor

APPROVED AS TO FORM:

Eric Dunn Dated: 7/27/11

Eric Dunn

PRINTED NAME
City Attorney

ATTEST:

Judy L. Haughney Dated: 8/2/11

Judy Haughney

PRINTED NAME
City Clerk

EXHIBIT A • LOCATION MAP



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EXHIBIT B • PROJECT COST ESTIMATE AND FUNDING

TASK	COST ESTIMATE
Construction (COUNTY) Includes 15% contingency	\$ 5,405,000
Construction Inspection and Administration (COUNTY)	\$ 1,100,000
Construction Survey (COUNTY)	\$ 360,000
Construction Coordination and Support (CITY)	\$ 200,000
Utilities (COUNTY)	\$ 225,000
Contingency	\$ 210,000
TOTALS	\$ 7,500,000

FUNDING	AMOUNT
TUMF (WRCOG)	\$5,500,000
City of Perris	\$1,000,000
County of Riverside	\$1,000,000
TOTALS	\$ 7,500,000