

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

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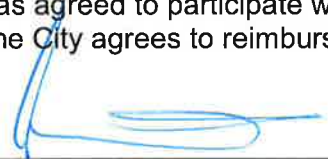
**FROM:** TLMA - Transportation Department

**SUBMITTAL DATE:**  
February 13, 2013

**SUBJECT:** Agreement between the County of Riverside and the City of Moreno Valley for Roadway Improvements along Gilman Springs Road

- RECOMMENDED MOTION:** That the Board of Supervisors:
1. Approve the Agreement between the County of Riverside and the City of Moreno Valley for Roadway Improvements along Gilman Springs Road
  2. Authorize the Chairman of the Board to execute the same.

**BACKGROUND:** The County of Riverside Transportation Department proposes to rehabilitate the pavement of Gilman Springs Road and Alessandro Boulevard in the Moreno Valley area of Riverside County. The City of Moreno Valley has agreed to participate with the County and will fund the improvements within the City limits. The City agrees to reimburse the County for the

  
\_\_\_\_\_  
Juan C. Perez  
Director of Transportation and Land Management

(Continued On Attached Page)

|  |                               |              |                         |   |
|--|-------------------------------|--------------|-------------------------|---|
| <b>FINANCIAL DATA</b>  | Current F.Y. Total Cost:      | \$ 2,323,000 | In Current Year Budget: | Yes   |
|  | Current F.Y. Net County Cost: | \$ 0         | Budget Adjustment:      | No  |
|  | Annual Net County Cost:       | \$ 0         | For Fiscal Year:        | 2012/13   |
| <b>SOURCE OF FUNDS:</b> City of Moreno Valley (36%), Gas Tax (64%) |                               |              |                         | 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: 2/7/13

Departmental Concurrence

Dept't Recomm.:  Consent  Policy

Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.** | **District:** 5/5 | **Agenda Number:**

**3-66**

The Honorable Board of Supervisors

RE: Agreement between the County of Riverside and the City of Moreno Valley for Roadway Improvements along Gilman Springs Road

February 13, 2013

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construction, construction inspection, material testing and construction survey for work in their jurisdiction.

This pavement rehabilitation project will be combined with the County's Highway Safety Improvement Program (HSIP) project on Gilman Springs Road. The pavement rehabilitation project consists of pulverizing the existing road surface, overlaying the road with a new asphalt concrete surface, intersection improvements at Gilman Springs Road and Alessandro Boulevard, including installing a separate left turn lane from Gilman Springs Road to Alessandro Boulevard, and drainage improvements. This rehabilitation work is from 200' northwesterly of Eucalyptus Avenue to 3420' southeasterly of Alessandro Boulevard. The HSIP project will widen the shoulders and realign the curves along the northwesterly portion of Gilman Springs Road between 4080' northwesterly of Alessandro Boulevard to 8820' southeasterly of Alessandro Boulevard. Since the pavement rehabilitation project and the HSIP project are in the same location, both the County and the City felt that it would be more cost effective and efficient to construct both projects together.

The total cost of the pavement rehabilitation project is estimated to be \$2,323,000, with the City portion being \$893,500 and the County portion being \$1,483,500.

The design for both projects is being finalized and it is anticipated that construction will start in August 2013.

Work Order No. C2-0161



SECTION 1 • COUNTY AGREES:

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1. To fund one hundred percent (100%) of the cost of the preparation of plans, specifications and estimates (PS&E), preparation of an environmental document (ED) and obtaining environmental clearance, providing utility coordination and relocation of impacted utilities, and advertising, awarding and administering a public works construction contract necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the COUNTY as shown in Exhibit "A" attached hereto and incorporated herein. The estimated costs for COUNTY's improvements are provided in Exhibit "B" attached hereto and incorporated herein. COUNTY agrees that should unforeseen circumstances arise which result in an increase of any costs over those shown in Exhibit "B", COUNTY will in good faith consider an amendment to this Agreement to include any such costs under this agreement.
2. To prepare, or cause to be prepared, detailed PS&E documents for the PROJECT and submit to CITY for review and approval at appropriate stages of development. Final plans for improvements within CITY's right of way shall be prepared to COUNTY standards, and signed by a Civil Engineer registered in the State of California. Deviations from standards shall be coordinated with and approved by CITY. COUNTY shall not solicit construction bids until CITY has approved the PROJECT PS&E documents.
3. To act as the Lead Agency for the design, environmental clearance, advertising, award and administration of a public works contract for the construction of the PROJECT.
4. To identify and locate all utility facilities within the PROJECT area as part of its PROJECT design responsibility. If any existing public and/or private utility facilities conflict with PROJECT construction, COUNTY shall make all necessary arrangements with the owners of such facilities for their protection, relocation, or removal. All utility facilities shall be identified on the PROJECT plans and specifications, and conflicting utilities shall be denoted. COUNTY shall require the utility owner and/or its contractors performing the relocation work within CITY's right of way to obtain a CITY encroachment permit prior to the performance of said relocation work. CITY and COUNTY shall coordinate and cooperate in the effort to establish prior rights related to utility encroachments into each jurisdiction's right-of-way. In the case that any utility companies are determined to have prior rights, the cost of relocating utilities shall be borne by the jurisdiction in which the conflicting utility resides.
5. To prepare an environmental document and to obtain necessary environmental clearances in accordance with the California Environmental Quality ACT (CEQA).

- 1 6. To make written application to CITY for an encroachment permit authorizing entry into CITY's right of way for  
2 the purposes of constructing PROJECT.
- 3 7. To advertise, award, and administer a public works contract for the construction of PROJECT in accordance  
4 with all applicable federal, state or local statutes, ordinances, orders, governmental requirements, laws or  
5 regulations, including but not limited to the local agency public construction codes, California Labor Code, and  
6 California Public Contract Code.
- 7 8. To furnish a representative to perform the function of Resident Engineer during construction of PROJECT. If  
8 the PROJECT plans and specifications are prepared by a private engineering company, the Resident  
9 Engineer shall not be an employee of that company. The Resident Engineer shall also be independent of the  
10 construction contract.
- 11 9. To furnish qualified support staff to assist the Resident Engineer in, but not limited to, construction surveys,  
12 soils and foundation tests, measurement and computation of quantities, testing of construction materials,  
13 checking shop drawings, preparation of estimates and reports, preparation of as-built drawings, and other  
14 inspection and staff services necessary to assure that the construction is performed in accordance with the  
15 PS&E documents.
- 16 10. To construct the PROJECT in accordance with approved PS&E documents.
- 17 11. To submit any contract change order that causes the construction contract to exceed 10% of the contract bid  
18 amount for PROJECT improvements that are located within the jurisdictional boundaries of the CITY to CITY  
19 for review and approval prior to final authorization by COUNTY.
- 20 12. To provide material testing and quality control conforming to the Caltrans Standard Testing Methods as  
21 provided in Chapter 16 of the Local Assistance Procedures Manual, and to have this testing performed by a  
22 certified material tester.
- 23 13. To furnish CITY with a complete set of full-sized film positive reproducible as-built plans and all contract  
24 records, including survey documents, within ninety (90) days following the completion and acceptance of the  
25 PROJECT construction contract. Electronic copies of completed plans are available if CITY desires. If  
26 electronic copies are provided, they will be provided on CD-R media.
- 27 14. To furnish CITY a final reconciliation of project expenses within ninety (90) days following the completion and  
28 acceptance of the PROJECT construction contract. If final costs associated with the CITY's improvements  
29 are in excess of the deposit provided in Section 2, COUNTY shall include a final bill with the financial

1 financial reconciliation. If final costs associated with the CITY's improvements are less than the deposit  
2 provided in Section 2, COUNTY shall include a reimbursement for the difference with the financial  
3 reconciliation.

4 **SECTION 2 • CITY AGREES:**

- 5 1. To fund one hundred percent (100%) of the cost of administering a public works construction contract  
6 necessary to construct PROJECT improvements that are located within the jurisdictional boundaries of the  
7 CITY as shown in Exhibit "A". The estimated costs for CITY's improvements are provided in Exhibit "B".  
8 CITY agrees that should unforeseen circumstances arise which result in an increase of any costs over those  
9 shown in Exhibit "B", CITY will in good faith consider an amendment to this Agreement to include any such  
10 costs under this Agreement.
- 11 2. To deposit with COUNTY, prior to COUNTY awarding the construction contract but after bid opening and  
12 analyzing the bids for the PROJECT and upon written request by COUNTY, seven hundred fifty-five thousand  
13 five hundred fifty dollars (\$755,550)(the "Deposit"), which represents ninety percent (90%) of the CITY's  
14 estimated share of the PROJECT costs as provided in Exhibit "B" hereto.
- 15 3. To provide, at no cost to COUNTY, oversight of PROJECT and to provide prompt reviews and approvals, as  
16 appropriate, of submittals by COUNTY, and to cooperate in timely processing of PROJECT.
- 17 4. To issue, at no cost to COUNTY or its contractors, upon proper application by COUNTY or COUNTY's  
18 contractor, an encroachment permit authorizing entry onto CITY's right of way for the construction of the  
19 PROJECT.
- 20 5. To provide a representative to coordinate and assist the COUNTY's Resident Engineer during the  
21 construction of PROJECT and to verify CITY facilities are constructed in accordance with the approved PS&E  
22 documents as required by this agreement.
- 23 6. To pay within 45 days of receipt all invoices submitted by COUNTY for services rendered in accordance with  
24 this Agreement.

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

- 26 1. The total cost of PROJECT is estimated to be \$2,323,000 as detailed in Exhibit "B".
- 27 2. COUNTY shall not be obligated to award a contract to construct PROJECT until after receipt of CITY's  
28 deposit as required in Section 2.
- 29 3. If upon opening of bids for construction of the PROJECT the bids indicate a cost overrun of no more than

1 10% of the construction costs estimate as described in Exhibit "B" will occur, COUNTY may award the  
2 contract.

3 4. If upon opening of bids, it is found that a cost overrun exceeding ten percent (10%) of the Total Estimate Cost  
4 will occur, COUNTY and CITY shall endeavor to agree upon an alternative course of action. If, after thirty (30)  
5 calendar days from the date of bid opening, an alternative course of action is not agreed upon, this  
6 Agreement shall be deemed to be terminated by mutual consent, with each agency sharing incurred costs in  
7 accordance with the cost shares as set forth in Section I, Article (1), and Section II, Article (1). COUNTY shall  
8 reimburse CITY within forty five (45) days of termination.

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

12 6. COUNTY shall cause COUNTY's contractor to maintain in force, until completion and acceptance of the  
13 PROJECT construction contract, a policy of Commercial Liability Insurance, including coverage of Bodily  
14 Injury Liability and Property Damage Liability, in the amount of \$2,000,000 minimum single limit coverage,  
15 and a policy of Automobile Liability Insurance in the amount of \$1,000,000 minimum. Endorsements to each  
16 policy shall be required which name CITY, its officers, agents and employees, as additionally insured.  
17 COUNTY shall also require COUNTY's contractor to maintain Worker's Compensation Insurance. COUNTY  
18 shall cause COUNTY's contractor to provide Certificates of Insurance and Additional Insured Endorsements  
19 which meet the requirements of this section to CITY prior to the start of construction. The COUNTY shall also  
20 cause COUNTY's contractor to furnish a satisfactory Performance Bond and a satisfactory Labor and Material  
21 Payment Bond meeting all statutory requirements of the State of California for this project.

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

25 8. Neither COUNTY nor CITY shall be responsible for any maintenance of the improvements provided by  
26 PROJECT that are located outside of their respective ownership or right of way boundaries except as  
27 specified in this Agreement or future agreements.

28 9. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all  
29 parties and no oral understanding or agreement not incorporated herein shall be binding on each party

1        hereto.

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

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

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

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

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

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

28       16. This Agreement shall be terminated 3 months after the filing of a Notice of Completion for the PROJECT or  
29       upon mutual agreements of the parties.



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

To County: Riverside County Transportation Department  
Attention: Juan C. Perez, Director of Transportation and Land Management  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501  
Phone: (951) 955-6740  
Fax: (951) 955-3198

To City: City of Moreno Valley  
Attention: Ahmad R. Ansari, Public Works Director/City Engineer  
14177 Frederick Street  
Moreno Valley, CA 92552  
Phone: (951) 413-3130

APPROVALS

Clerk of the Board (SEAL)

COUNTY Approvals

CITY OF MORENO VALLEY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

[Signature] Dated: 2/7/13

Michelle Dawson Dated: 9/24/12  
Michelle Dawson

JUAN C. PEREZ  
Director of Transportation and Land Management

PRINTED NAME  
Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

[Signature] Dated: 9.20.12  
Suzanne Bryant

[Signature] Dated: 2/7/13

PRINTED NAME  
deputy  
City Attorney

BY: DEPUTY

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:  
\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_

PRINTED NAME  
City Clerk

PRINTED NAME  
Chairman, Riverside County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Dated: \_\_\_\_\_  
KECIA HARPER-IHEM

EXHIBIT A • VICINITY/PROJECT MAP



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EXHIBIT B • PROJECT BUDGET AND SCHEDULE

**COST ESTIMATE:**

**GILMAN SPRINGS ROAD RESURFACING/OVERLAYING:**

| TASK  | CITY OF MORENO VALLEY | COUNTY OF RIVERSIDE | TOTAL               |
|---|-----------------------|---------------------|---------------------|
| Construction (including 15% contingency)  | \$ 560,000            | \$ 1,290,000        | \$ 1,850,000        |
| Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost) | \$ 84,000             | \$ 193,500          | \$ 277,000          |
| <b>TOTAL COST</b>   | <b>\$ 644,000</b>     | <b>\$ 1,483,500</b> | <b>\$ 2,127,500</b> |

**GILMAN SPRINGS ROAD AND ALESSANDRO BOULEVARD INTERSECTION IMPROVEMENTS:**

| TASK  | CITY OF MORENO VALLEY | COUNTY OF RIVERSIDE | TOTAL             |
|---|-----------------------|---------------------|-------------------|
| Construction (including 15% contingency)  | \$ 135,000            | \$ 0                | \$ 135,000        |
| Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost) | \$ 20,250             | \$ 0                | \$ 20,250         |
| <b>TOTAL COST</b>   | <b>\$ 155,250</b>     | <b>\$ 0</b>         | <b>\$ 155,250</b> |

**GILMAN SPRINGS ROAD CULVERT REPLACEMENT:**

| TASK  | CITY OF MORENO VALLEY | COUNTY OF RIVERSIDE | TOTAL            |
|---|-----------------------|---------------------|------------------|
| Construction (including 15% contingency)  | \$ 35,000             | \$ 0                | \$ 35,000        |
| Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost) | \$ 5,250              | \$ 0                | \$ 5,250         |
| <b>TOTAL COST</b>   | <b>\$ 40,250</b>      | <b>\$ 0</b>         | <b>\$ 40,250</b> |

**TOTALFOR ALL PROJECTS:**

| <b>TASK</b>   | <b>CITY OF MORENO VALLEY</b> | <b>COUNTY OF RIVERSIDE</b> | <b>TOTAL</b>        |
|---|------------------------------|----------------------------|---------------------|
| Construction (including 15% contingency)  | \$ 730,000                   | \$ 1,290,000               | \$ 2,020,000        |
| Construction Inspection, Material Testing, Construction Survey (15% of Construction Cost) | \$ 109,500                   | \$ 193,500                 | \$ 303,000          |
| <b>TOTAL COST</b>   | <b>\$ 839,500</b>            | <b>\$ 1,483,500</b>        | <b>\$ 2,323,000</b> |

**TENTATIVE PROJECT SCHEDULE**

**ENVIRONMENTAL CLEARANCE      JULY 2012 TO MAY 2013**

**DESIGN      JULY 2012 TO AUGUST 2013**

**ADVERTISE AND AWARD      SEPTEMBER 2013 TO DECEMBER 2013**

**CONSTRUCTION      JANUARY 2014 TO JULY 2014**