

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 11/17/14

41149



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

**FROM:** TLMA – Transportation Department

**SUBMITTAL DATE:**  
 November 6, 2014

**SUBJECT:** Agreement for Professional Services between the County of Riverside and the City of Wildomar for the Bundy Canyon Road Improvement Project. 1<sup>st</sup>/1<sup>st</sup> District; [\$201,300]; Local Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Agreement for preliminary field surveying, right-of-way mapping, and legal and plat preparation services on the Bundy Canyon Road Improvement Project between the County of Riverside and the City of Wildomar; and
2. Authorize the Chairman of the Board to execute the Agreement on behalf of the County of Riverside.

Departmental Concurrence

*Patricia Romo*

Patricia Romo  
 Assistant Director of Transportation  
 for Juan C. Perez  
 Director of Transportation and Land Management

PR: edh/pr

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (Per Exec. Office)
<b>COST</b>	\$ 0	\$ 201,300	\$ 201,300	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> City of Wildomar (100%). There are no General Funds used in this project.				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2014/15	

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY: *Tina Grande*  
 Tina Grande

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

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

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

**3-16**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
**FORM 11:** Agreement for Professional Services between the County of Riverside and the City of Wildomar for the Bundy Canyon Road Improvement Project. 1<sup>st</sup>/1<sup>st</sup> District; [\$201,300]; Local Funds 100%  
**DATE:** November 6, 2014  
**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

Bundy Canyon Road is a regionally significant east-west corridor, connecting communities in southwest Riverside County (County) between Interstate 15 and Interstate 215. The City of Wildomar (City) is proposing to widen Bundy Canyon Road between Cherry Street and Sunset Avenue, a three mile section, from two lanes to four lanes, plus a center striped median and signalized intersection improvements within the corridor. All project improvements will be within the jurisdictional boundaries of the City.

On September 10, 2014, the City of Wildomar City Council awarded a professional services agreement for detailed engineering design and the preparation of plans, specifications, and estimates (PS&E) to Parsons Corporation. The City excluded field surveying, right-of-way mapping, and legal and plat preparation services from Parsons Corporation's professional services agreement and desires to have the County provide this service, since the County conducted the original base field survey and is more familiar with the right-of-way and legal and platting requirements for recordation with the Riverside County Clerk.

The Agreement defines the services to be provided by the County Transportation Department, Survey Division, and agreement by the City to fund 100% of cost to perform these services. Total cost of the work is estimated to be \$201,300.

The City certified the Environmental Impact Report (EIR), SCH#2007051156, on September 10, 2014.

The City of Wildomar City Council approved the attached agreement on October 8, 2014.

The agreement is approved by County Counsel as to form.

**Impact on Residents and Businesses**

N/A

**Contract History and Price Reasonableness**

N/A

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**AGREEMENT BY AND BETWEEN**  
**RIVERSIDE COUNTY ON BEHALF OF ITS TRANSPORTATION AND LAND MANAGEMENT AGENCY,**  
**TRANSPORTATION DEPARTMENT SURVEY DIVISION**  
**AND**  
**CITY OF WILDOMAR**  
**FOR**  
**PRELIMINARY FIELD SURVEYING, RIGHT-OF-WAY MAPPING,**  
**AND LEGAL AND PLAT PREPARATION SERVICES**  
**ON THE**  
**BUNDY CANYON ROAD IMPROVEMENT PROJECT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between Riverside COUNTY on behalf of its Transportation And Land Management Agency, Transportation Department Survey Division, (hereinafter "AGENCY"), and the City of Wildomar, (hereinafter "CITY") for the provision to oversee and coordinate the preliminary land surveying, right-of-way mapping, and legal description and plat preparation for design and right-of-way acquisition activities for the Bundy Canyon Road Improvement Project (hereinafter "PROJECT") within the City boundaries of Wildomar.

**RECITALS**

- A. CITY and AGENCY have determined that there is need for the widening and realignment of portions of Bundy Canyon Road located between Cherry Street as the western boundary, and Sunset Avenue as the eastern boundary. The PROJECT, which is approximately three (3) miles in length, would widen the existing two-lanes to a proposed four-lane roadway, including a center striped median, left-turn lanes at major intersection, signage, and the introduction of signalized intersections in some areas of the PROJECT alignment. One portion of the PROJECT alignment may or may not be initially improved as part of a residential development project. Discussion of this segment is treated separately throughout the impact sections. That project, known as future Development Project, is located between The Farm Road and Sunset Avenue.
- B. The PROJECT is within the jurisdictional boundaries of the CITY, as shown in Exhibit "A."
- C. CITY desires to have the AGENCY provide support service to oversee the land surveying, right-of-way

mapping, and legal and plat preparation, which will aid in the design of the PROJECT.

D. CITY and AGENCY desire to define herein the terms and conditions under which said PROJECT is to be scoped so that the preliminary design and right-of-way acquisitions can be acquired for the PROJECT.

**AGREEMENT**

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

**SECTION 1 • CITY AGREES:**

1. To fund one hundred percent (100%) of the AGENCY's land surveying activities, right-of-way mapping, and legal and plat preparation as shown in Exhibit "B" attached hereto and incorporated herein. The estimated costs for AGENCY's activities are provided in Exhibit "B." CITY agrees that should unforeseen circumstances arise, which result in an increase of any costs over those shown in Exhibit "B," CITY will in good faith consider an amendment to this Agreement to include any such costs under this Agreement, otherwise services by AGENCY will be discontinued.
2. CITY, or its Design Consultant, will provide to AGENCY Right-of-Way Requirement Map, preliminary title reports, deed research, and title history reports.
3. CITY shall pay for services within thirty (30) days after receipt of billing from AGENCY.

**SECTION 2 • AGENCY AGREES:**

1. To provide, preliminary land surveying services for the design of PROJECT and to cooperate in timely processing of PROJECT, based on the scope of services as outlined in Exhibit "B."
2. Upon receipt of the Right-of-Way Requirement Map, title reports, deed research, and title history reports from the CITY, the AGENCY will coordinate and facilitate the right-of-way legal and plat preparation, right-of-way mapping, and record of survey needed for this PROJECT. Any revisions to the right-of-way requirements consisting of re-configurations, additions or deletions, may require an amendment to this Agreement.
3. To perform field surveying activities for preliminary design, right-of-way mapping, and preparation of a record of survey for this PROJECT.
4. To furnish CITY with the legal descriptions, plats, Temporary Construction Easements (TCE) exhibits, right-of-way acquisition map, record of survey map, parcel summary sheet, field notes, and three dimensional surface

1 models delivered in Microstation in Roads, topographic Microstation Cad drawings, and existing centerline  
2 alignments. These will be completed and delivered as outlined in the PROJECT budget and schedule as  
3 shown on Exhibit "B." These deliverables were based on the environment impact report dated "January 2013"  
4 and the draft Bundy Canyon Road/Scott Road Widening interim four lane arterial draft plan sheets dated  
5 "10/4/2011 Plot date" from Parsons. Electronic copies of completed documents are available if CITY desires.  
6 If electronic copies are provided, they will be provided on DVD media.

- 7
- 8 5. Invoicing for SERVICES shall be submitted by AGENCY monthly to CITY and shall include The Labor Report  
9 for work completed to date. To furnish CITY a final reconciliation of PROJECT expenses within ninety (90)  
10 days following the completion of the Preliminary portion of the PROJECT.

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

- 12 1. The total cost of PROJECT is estimated to be \$201,300, as detailed in Exhibit "B."
- 13 2. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by all  
14 parties and no oral understanding or agreement not incorporated herein shall be binding on each party  
15 hereto. The Agreement may be amended or modified only by mutual agreement of the parties.
- 16 3. CITY and AGENCY shall retain or cause to be retained for audit for a period of three (3) years from the date  
17 of final payment, all records and accounts relating to PROJECT.
- 18 4. Neither AGENCY, nor any officer or employee thereof, shall be responsible for any damage or liability  
19 occurring by reason of anything done or omitted to be done by CITY under or in connection with any work,  
20 authority or jurisdiction delegated to CITY under this Agreement. It is further agreed that pursuant to  
21 Government Code Section 895.4, CITY shall fully indemnify and hold AGENCY harmless from any liability  
22 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or  
23 omitted to be done by CITY under or in connection with any work, authority, or jurisdiction delegated to CITY  
24 under this Agreement.
- 25 5. Neither CITY, nor any officer or employee thereof, shall be responsible for any damage or liability occurring  
26 by reason of anything done or omitted to be done by AGENCY under or in connection with any work,  
27 authority, or jurisdiction delegated to AGENCY under this Agreement. It is further agreed that pursuant to  
28 Government Code Section 895.4, AGENCY shall fully indemnify and hold CITY harmless from any liability  
29

1 imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or  
2 omitted to be done by AGENCY under or in connection with any work, authority, or jurisdiction delegated to  
3 AGENCY under this Agreement.  
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5 6. This Agreement and the exhibits herein contain the entire agreement between the parties and are intended by  
6 the parties to completely state the agreement in full. Any agreement or representation respecting the matters  
7 dealt with herein or the duties of any party in relation thereto, not expressly set forth in this Agreement, is null  
8 and void.

9 7. If AGENCY is of the opinion that any work AGENCY has been given to perform is beyond the scope of this  
10 Agreement and constitutes extra work, AGENCY shall promptly notify the CITY. In the event the parties  
11 agree that such work does constitute extra work, an amendment shall be processed and signed by both  
12 parties providing for additional compensation.

13 8. Nothing in the provisions of Agreement is intended to create duties or obligations to or rights in third parties  
14 not parties to this Agreement or affects the legal liability of either party to the Agreement by imposing any  
15 additional standard of care with respect to the services to be provided different from the standard of care  
16 imposed by law.

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

20 10. This Agreement shall be terminated three (3) months after the AGENCY completes the Scope of Services for  
21 the PROJECT or upon mutual agreements of the parties.

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

24 To COUNTY: Riverside COUNTY Transportation and Land Management Agency,  
25 Transportation Department  
26 Attention: Juan C. Perez, Director of Transportation and Land Management  
27 4080 Lemon Street, 8<sup>th</sup> Floor  
28 Riverside, CA 92501  
29 Phone: (951) 955-6740, Fax: (951) 955-3198

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To CITY:           City of Wildomar  
                          Attention: Daniel A. York, Public Works Director/City Engineer  
                          23873 Clinton Keith Road  
                          Wildomar CA, 92595  
                          951-677-7751, ext. 216

APPROVALS

AGENCY Approvals

RECOMMENDED FOR APPROVAL:

Patricia Romo Dated: 11-16-14

JUAN C. PEREZ  
Patricia Romo  
Assistant Director of Transportation  
Director of Transportation and Land Management

APPROVED AS TO FORM:

AGENCY COUNSEL

Marsha Swanson Dated: 11/13/14

BY: DEPUTY

APPROVAL BY THE BOARD OF SUPERVISORS

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

PRINTED NAME

Chairman, Riverside AGENCY Board of Supervisors

ATTEST:

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

KECIA HARPER-IHEM

Clerk of the Board (SEAL)

Cooperative Agreement

City of Wildomar Approvals

APPROVED BY:

[Signature] Dated: 10/16/14

Daniel A. York Public Works Director/City Engineer

APPROVED AS TO FORM:

CITY ATTORNEY

[Signature] Dated: 10/8/14

APPROVAL BY THE CITY COUNCIL

Marsha Swanson Dated: 10/8/14

Marsha Swanson, Mayor  
PRINTED NAME

ATTEST:

[Signature] Dated: 10/16/14

City Clerk (SEAL)



EXHIBIT A • VICINITY/PROJECT MAP

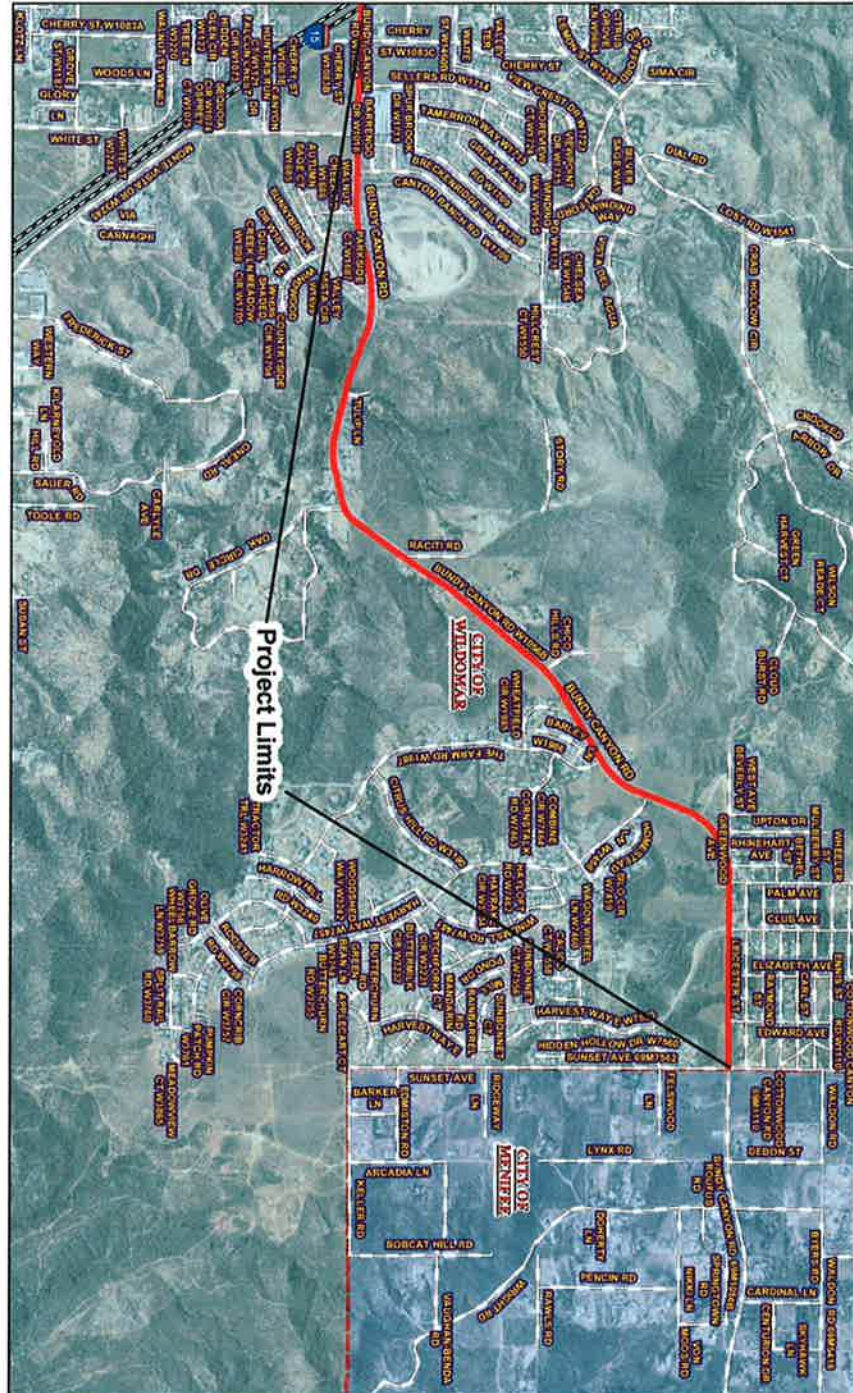


Exhibit "A"

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EXHIBIT B •  
SCOPE OF SERVICES  
PROJECT BUDGET ESTIMATE AND SCHEDULE

**PRELIMINARY FIELD SURVEYING, RIGHT-OF-WAY MAPPING,  
AND LEGAL AND PLAT PREPARATION SERVICES**

\*= see note below each respective task

TASK	AGENCY																		
<p>Field Survey for Preliminary Design (including 15% contingency)</p> <ul style="list-style-type: none"> <li>• Update Horizontal and Vertical Control</li> <li>• Recover existing Bundy Canyon Road centerline alignment</li> <li>• X-Sections (50% of overall alignment anticipated)</li> <li>• Side Street &amp; Driveway Alignments Delivered within 90 days of receiving Notice to Proceed</li> <li>• Surface Model updates for new x-sections Delivered within 45 working days upon receipt of the Notice to Proceed showing the areas to be x-sectioned.</li> <li>• Dip Drainage Inlets and Sewer Manholes Delivered within 90 days of receiving the Notice to Proceed</li> <li>• Tie in Utility Features (Valve's Poles Etc.) Delivery pending clarification of requirement                             <ul style="list-style-type: none"> <li>○ See previous field survey poles and utility features were provided previously.</li> </ul> </li> <li>• Survey Existing trees over 12" in diameter Delivered within 90 days of receiving</li> </ul>	<p>\$ 89,700</p>																		
<p>Legal and Plat Preparation * (including 15% contingency)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">• Estimated R/W Takes –</td> <td style="width: 30%;">40 acquisitions</td> <td style="width: 30%;"></td> </tr> <tr> <td>• Estimated Slope Easements -</td> <td>40 acquisitions</td> <td></td> </tr> <tr> <td>• Estimated TCE (Exhibits Only)-</td> <td>40 acquisitions</td> <td></td> </tr> <tr> <td>• Estimated Drainage-</td> <td>30 acquisitions</td> <td></td> </tr> <tr> <td>• Estimated Bio swale-</td> <td>9 acquisitions</td> <td></td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>159</b></td> <td></td> </tr> </table> <p>*Prepare approximately 159 legal descriptions and plats for Road R/W, Slope and Drainage easements. Prepare approximately 40 Plats for TCE acquisitions. All legal descriptions and plats will be delivered within 140 working days of receipt of the R/W requirement map, title reports, deed research, and history reports for all affected properties from the City or their design consultant. Note: All legal descriptions and plats will be prepared from RECORD DATA</p>	• Estimated R/W Takes –	40 acquisitions		• Estimated Slope Easements -	40 acquisitions		• Estimated TCE (Exhibits Only)-	40 acquisitions		• Estimated Drainage-	30 acquisitions		• Estimated Bio swale-	9 acquisitions		<b>TOTAL</b>	<b>159</b>		<p>\$ 80,400</p>
• Estimated R/W Takes –	40 acquisitions																		
• Estimated Slope Easements -	40 acquisitions																		
• Estimated TCE (Exhibits Only)-	40 acquisitions																		
• Estimated Drainage-	30 acquisitions																		
• Estimated Bio swale-	9 acquisitions																		
<b>TOTAL</b>	<b>159</b>																		

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<p>Record of Survey (Right-of Way Mapping) (including 15% contingency)</p> <ul style="list-style-type: none"> <li>• R/W Acquisition Map 19 Sheets*</li> <li>• Record of Survey Map 19 Sheets **</li> <li>• Parcel Summary Sheet</li> </ul> <p>*Delivery includes a parcel summary sheet of the affected parcels, and a R/W acquisition map showing the property acquisition details. This map can be delivered in 40 working days of receipt of the R/W requirement map, title reports, deed research, and history reports for all affected properties from the City or their design consultant. **Record of Survey showing the existing and record centerline alignment of Bundy Canyon Road and the new R/W lines. Final monumentation is not included. This map can be delivered within 35 working days after Agency has been notified all Right of Way acquisitions have closed escrow.</p>	<p>\$ 31,200</p>
<p><b>TOTAL COST</b></p>	<p><b>\$201,300</b></p>