

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

560A



FROM: TLMA - Transportation Department

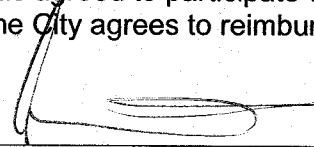
SUBMITTAL DATE:
February 13, 2013

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)

FINANCIAL DATA	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
SOURCE OF FUNDS: 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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: February 26, 2013
xc: Transp.

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

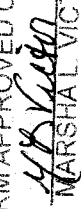
Prev. Agn. Ref.

District: 5/5

Agenda Number:

3-66

ATTACHMENTS FILED

FORM APPROVED COUNTY COUNSEL
 BY:  MARSHAL VICTOR
 DATE: 2/7/13
 Departmental Concurrence

Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

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

Page 2 of 2

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

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AGREEMENT BY AND BETWEEN
RIVERSIDE COUNTY AND
CITY OF MORENO VALLEY
FOR
ROADWAY IMPROVEMENTS ALONG
GILMAN SPRINGS ROAD

This Agreement is entered into this 21st day of February, 2012, by and between the County of Riverside, (hereinafter "COUNTY"), and the City of Moreno Valley, (hereinafter "CITY") for the provision of certain roadway improvements on various roads located within the jurisdictional boundaries of the COUNTY and CITY.

RECITALS

- A. COUNTY and CITY have cooperated on planning the construction of certain roadway improvements that provide benefits to the general motoring public along Gilman Springs Road in the Moreno Valley area of Riverside County. The roadway improvements consist of pulverizing the existing roadway; road resurfacing/overlaying, intersection improvements, drainage improvements and striping, hereinafter referred to as "PROJECT". The location of PROJECT is shown in Exhibit "A".
- B. The PROJECT is within the jurisdictional boundaries of both the COUNTY and CITY, as shown in Exhibit "A".
- C. COUNTY and CITY desire to cooperate and jointly participate in implementing and funding the PROJECT.
- D. COUNTY and CITY desire to have one agency take the lead role in the development and implementation of the PROJECT to coordinate the improvements and to reduce overall costs.
- E. COUNTY and CITY have designated COUNTY as the lead agency for the PROJECT and COUNTY will therefore provide the administrative, technical, managerial, and support services necessary to develop and implement the PROJECT.
- F. 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, financed and maintained.

AGREEMENT

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

SECTION 1 • COUNTY AGREES:

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.

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

3 To County: Riverside County Transportation Department
4 Attention: Juan C. Perez, Director of Transportation and Land Management
5 4080 Lemon Street, 8th Floor
6 Riverside, CA 92501
7 Phone: (951) 955-6740
8 Fax: (951) 955-3198

9
10 To City: City of Moreno Valley
11 Attention: Ahmad R. Ansari, Public Works Director/City Engineer
12 14177 Frederick Street
13 Moreno Valley, CA 92552
14 Phone: (951) 413-3130
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APPROVALS


Clerk of the Board (SEAL)

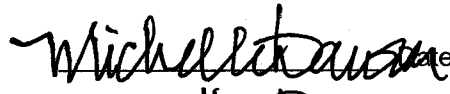
COUNTY Approvals

CITY OF MORENO VALLEY Approvals

RECOMMENDED FOR APPROVAL:

APPROVED BY:

 Dated: 2/7/13

 Dated: 9/24/12

JUAN C. PEREZ

Michelle Dawson

PRINTED NAME

Director of Transportation and Land Management

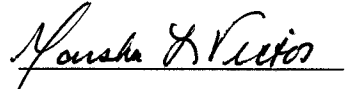
Asst. City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

 Dated: 9-20-13

 Dated: 2/7/13

Suzanne Bryant

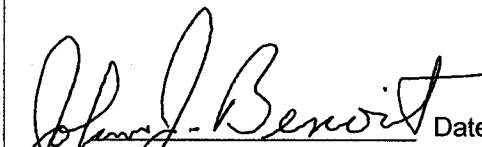
PRINTED NAME

BY: DEPUTY

Deputy
City Attorney

APPROVAL BY THE BOARD OF SUPERVISORS

ATTEST:

 Dated: FEB 26 2013

Dated: _____

JOHN J. BENOIT

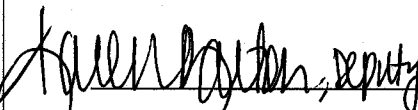
PRINTED NAME

PRINTED NAME

Chairman, Riverside County Board of Supervisors

City Clerk

ATTEST:

 Dated: FEB 26 2013

KECIA HARPER-IHEM
Clerk of the Board

EXHIBIT A • VICINITY/PROJECT MAP

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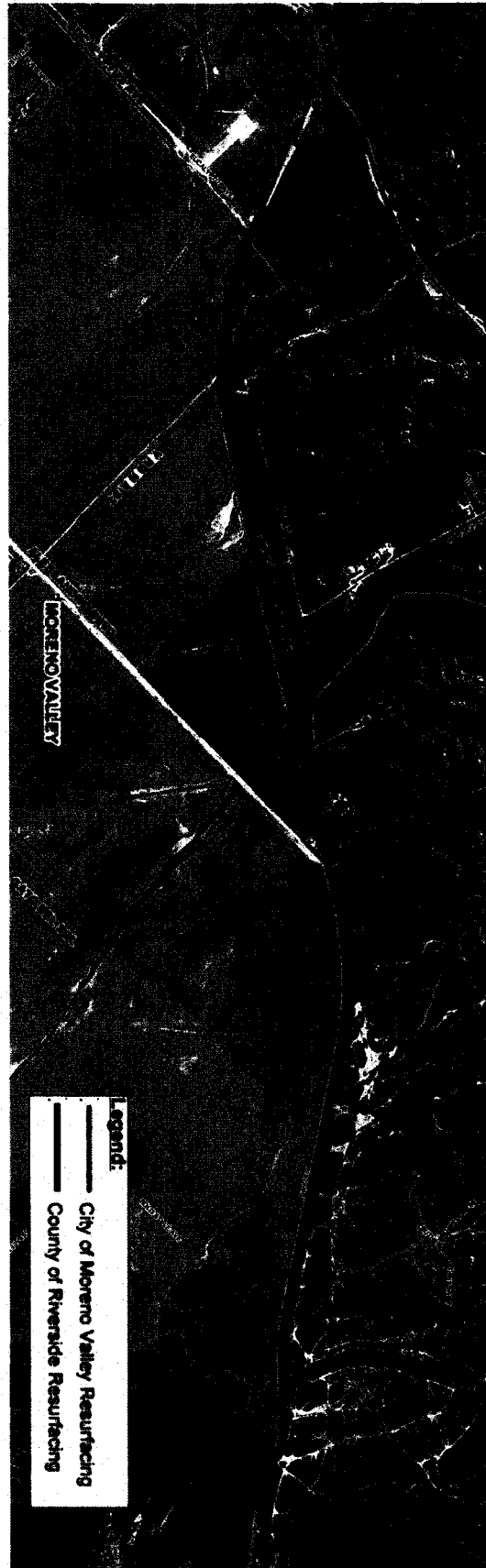


EXHIBIT B • PROJECT BUDGET AND SCHEDULE

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
TOTAL COST	\$ 644,000	\$ 1,483,500	\$ 2,127,500

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
TOTAL COST	\$ 155,250	\$ 0	\$ 155,250

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
TOTAL COST	\$ 40,250	\$ 0	\$ 40,250

TOTALFOR ALL PROJECTS:

TASK	CITY OF MORENO VALLEY	COUNTY OF RIVERSIDE	TOTAL
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
TOTAL COST	\$ 839,500	\$ 1,483,500	\$ 2,323,000

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